



राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

वीरवार, 31 मई, 2018 / 10 ज्येष्ठ, 1940

हिमाचल प्रदेश सरकार

सामाजिक न्याय एवं अधिकारिता विभाग

अधिसूचना

शिमला-2, 10 अप्रैल, 2018

संख्या एस0जे0ई0बी-बी (1)-04/2017.-हिमाचल प्रदेश के राज्यपाल, भारत के संविधान के अनुच्छेद 309 के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, हिमाचल प्रदेश लोक सेवा आयोग के

परामर्श से, हिमाचल प्रदेश सामाजिक न्याय एवं अधिकारिता विभाग में **वार्डन, वर्ग-III (अराजपत्रित)** के पद के लिए इस अधिसूचना से संलग्न उपाबन्ध-“क” के अनुसार भर्ती और प्रोन्नति नियम बनाते हैं, अर्थात्:-

1. **संक्षिप्त नाम और प्रारम्भ.**-(1) इन नियमों का संक्षिप्त नाम हिमाचल प्रदेश सामाजिक न्याय एवं अधिकारिता विभाग वार्डन, वर्ग-III (अराजपत्रित) भर्ती और प्रोन्नति नियम, 2018 है।

(2) ये नियम राजपत्र, हिमाचल प्रदेश में प्रकाशित किए जाने की तारीख से प्रवृत्त होंगे।

आदेश द्वारा,
हस्ताक्षरित/-
अतिरिक्त मुख्य सचिव (सा0 न्याय एवं अधि0)।

उपाबन्ध-“क”

हिमाचल प्रदेश सामाजिक न्याय एवं अधिकारिता विभाग में **वार्डन, वर्ग-III (अराजपत्रित)** के पद के लिए भर्ती और प्रोन्नति नियम

- 1.. पद का नाम.-वार्डन
2. पद (पदों) की संख्या.-01 (एक)
3. वर्गीकरण.-वर्ग-III (अराजपत्रित)
4. वेतनमान.-**(i)** नियमित पदधारी के लिए वेतनमान.-पे बैंड 5910-20200 रुपये जमा 2800/रुपये ग्रेड पे।

(ii) संविदा पर नियुक्त कर्मचारी के लिए उपलब्धियां.-स्तम्भ संख्या 15-क में दिए गए ब्यौरे के अनुसार 8710/- रुपए प्रतिमास ।

5. “चयन” पद अथवा “अचयन” पद.-लागू नहीं।

6. सीधी भर्ती के लिए आयु.- 18 से 45 वर्ष:

परन्तु सीधे भर्ती किए जाने वाले व्यक्तियों के लिए ऊपरी आयु सीमा, तदर्थ या संविदा के आधार पर नियुक्त किए गए व्यक्तियों सहित पहले से ही सरकार की सेवा में रत अभ्यर्थियों को लागू नहीं होगी :

परन्तु यह और कि यदि तदर्थ या संविदा के आधार पर नियुक्त किया गया अभ्यर्थी इस रूप में नियुक्ति की तारीख को अधिक आयु का हो गया हो, तो वह तदर्थ या संविदा पर की गई नियुक्ति के कारण विहित आयु में शिथिलीकरण का पात्र नहीं होगा:

परन्तु यह और कि ऊपरी आयु सीमा में, अनुसूचित जातियों/अनुसूचित जनजातियों/अन्य पिछड़े वर्गों/ अन्य प्रवर्गों के व्यक्तियों के लिए उस विस्तार तक शिथिलीकरण किया जा सकेगा जितना कि हिमाचल प्रदेश सरकार के साधारण या विशेष आदेश (आदेशों) के अधीन अनुज्ञेय है:

परन्तु यह और भी कि समस्त पब्लिक सेक्टर निगमों तथा स्वायत्त निकायों के कर्मचारियों को, जो ऐसे पब्लिक सेक्टर निगमों तथा स्वायत्त निकायों के प्रारम्भिक गठन के समय ऐसे पब्लिक सेक्टर निगमों/स्वायत्त निकायों में आमेदन से पूर्व सरकारी कर्मचारी थे, सीधी भर्ती के लिए आयु सीमा में ऐसी ही रियायत अनुज्ञात

की जाएगी जैसी सरकारी कर्मचारियों को अनुज्ञेय है। ऐसी तथापि रियायत पब्लिक सेक्टर निगमों तथा स्वायत्त निकायों के ऐसे कर्मचारिवृन्द को अनुज्ञेय नहीं होगी जो तत्पश्चात् ऐसे निगमों/स्वायत्त निकायों द्वारा नियुक्त किए गए थे/किए गए हैं और उन पब्लिक सेक्टर निगमों/स्वायत्त निकायों के प्रारम्भिक गठन के पश्चात् ऐसे निगमों/स्वायत्त निकायों की सेवा में अन्तिम रूप से आमेलित किए गए हैं/किए गए थे।

टिप्पणी.—सीधी भर्ती के लिए आयु सीमा की गणना उस वर्ष के प्रथम दिवस से की जाएगी जिसमें पद (पदों) को आवेदन आमन्त्रित करने के लिए, यथास्थिति, विज्ञापित किया गया है या नियोजनालयों को अधिसूचित किया गया है।

7. सीधे भर्ती किए जाने वाले व्यक्ति (व्यक्तियों) के लिए अपेक्षित न्यूनतम शैक्षिक और अन्य अर्हताएं.—(क) अनिवार्य अर्हता(एं).—(i) किसी मान्यता प्राप्त विश्वविद्यालय से स्नातक होना चाहिए।

(ii) (क) भारतीय पुनर्वास परिषद (आर0सी0आई0) नई दिल्ली द्वारा मान्यता प्राप्त संस्थान से विशेष शिक्षका (मानसिक मंदता) में बी0 एड0 या इसके समतुल्य उपाधि।

और

(ख) अर्हता प्राप्त करने के पश्चात् मान्यता प्राप्त संस्थान/विद्यालय से मानसिक मंदता से पीडित बालकों—बालिकाओं के साथ कार्य करने का पांच वर्ष का अनुभव।

या

(क) भारतीय पुनर्वास परिषद (आर0सी0आई0) नई दिल्ली द्वारा मान्यता प्राप्त संस्थान से डी0 एड0 (मानसिक मंदता) में बी0 एड. या इसके समतुल्य डिप्लोमा।

और

(ख) अर्हता प्राप्त करने के पश्चात् मान्यता प्राप्त संस्थान/विद्यालय से मानसिक मंदता से पीडित बालकों—बालिकाओं के साथ कार्य करने का छः वर्ष का अनुभव।

(iii) अभ्यर्थी भारतीय पुनर्वास परिषद (आर0सी0आई0) नई दिल्ली के साथ अवस्य रजिस्ट्रीकृत होना चाहिए।

(ख) वांछनीय अर्हता(एं).—हिमाचल प्रदेश की रुढ़ियों, रीतियों और बोलियों का ज्ञान और प्रदेश में विद्यमान विशिष्ट दशाओं में नियुक्ति के लिए उपयुक्तता।

8. सीधे भर्ती किए जाने वाले व्यक्ति (व्यक्तियों) के लिए विहित आयु और शैक्षिक अर्हताएं प्रोन्नत व्यक्ति (व्यक्तियों) की दशा में लागू होंगी या नहीं.—आयु.—लागू नहीं।

शैक्षिक अर्हता.—लागू नहीं।

9. परिवीक्षा की अवधि, यदि कोई हो.—(क) दो वर्ष, जिसका एक वर्ष से अनधिक ऐसी और अवधि के लिए विस्तार किया जा सकेगा जैसा सक्षम प्राधिकारी विशेष परिस्थितियों में और लिखित कारणों से आदेश दे।

(ख) संविदा के आधार पर सेवाधृति के आधार पर नियुक्ति पर, अधिवर्षिता के पश्चात् पुनर्नियोजन पर और आमेलन पर कोई परिवीक्षा नहीं होगी।

10. भर्ती की पद्धति: भर्ती सीधी होगी या प्रोन्नति, सैकेण्डमेंट, स्थानान्तरण द्वारा और विभिन्न पद्धतियों द्वारा भरे जाने वाले पद (पदों) की प्रतिशतता.—शतप्रतिशत सीधी भर्ती द्वारा, यथास्थिति, नियमित आधार पर या संविदा के आधार पर भर्ती द्वारा।

11. प्रोन्नति, सैकेण्डमेंट, स्थानान्तरण द्वारा भर्ती की दशा में वे श्रेणियां (ग्रेड) जिनसे प्रोन्नति/सैकेण्डमेंट/स्थानान्तरण किया जाएगा.—लागू नहीं।

12. यदि विभागीय प्रोन्नति समिति विद्यमान हो तो उसकी संरचना.—(क) विभागीय प्रोन्नति समिति.—लागू नहीं।

(ख) विभागीय स्थायीकरण समिति.—जैसी सरकार द्वारा समय-समय पर गठित की जाए।

13. भर्ती करने में जिन परिस्थितियों में हिमाचल प्रदेश लोक सेवा आयोग से परामर्श किया जाएगा.—जैसा विधि द्वारा अपेक्षित हो।

14. सीधी भर्ती के लिए अनिवार्य अपेक्षा.—किसी सेवा या पद पर नियुक्ति के लिए अभ्यर्थी का भारत का नागरिक होना अनिवार्य है।

15. सीधी भर्ती द्वारा पद पर नियुक्ति के लिए चयन.—सीधी भर्ती के मामले में पद पर नियुक्ति के लिए चयन तथा लिखित परीक्षा के गुणागुण तथा इन नियमों से संलग्न परिशिष्ट—। में यथाविनिर्दिष्ट रीति के अनुसार मूल्यांकन के आधार पर किया जाएगा या यदि, यथास्थिति, हिमाचल प्रदेश कर्मचारी चयन आयोग या अन्य भर्ती अभिकरण/प्राधिकरण ऐसा करना आवश्यक या समीचीन समझे तो लिखित परीक्षा के गुणागुण और इन नियमों से संलग्न परिशिष्ट—। में यथा विनिर्दिष्ट रीति के अनुसार मूल्यांकन तथा पूर्व में ली गई छंटनी परीक्षा (वस्तुनिष्ठ प्रकार की) या व्यावहारिक परीक्षण या दक्षता परीक्षा या शारीरिक परीक्षण के आधार पर किया जाएगा जिसका स्तर/पाठ्यक्रम आदि, यथास्थिति, हिमाचल प्रदेश कर्मचारी चयन आयोग/अन्य भर्ती अभिकरण/प्राधिकरण द्वारा अवधारित किया जाएगा।

15—क. संविदा नियुक्ति द्वारा पद पर नियुक्ति के लिए चयन.—इन नियमों में किसी बात के होते हुए भी संविदात्मक नियुक्तियां नीचे दिए गए निबन्धनों और शर्तों के अध्वधीन की जाएंगी:—

(I) संकल्पना.—(क) इस पॉलिसी के अधीन हिमाचल प्रदेश सामाजिक न्याय एवं अधिकारिता विभाग में वार्डन, वर्ग —III (अराजपत्रित) को संविदा के आधार पर प्रारम्भ में एक वर्ष के लिए लगाया जाएगा जिसे वर्षानुवर्ष आधार पर बढ़ाया जा सकेगा:

परन्तु संविदा अवधि में वर्षानुवर्ष आधार पर विस्तारण/नवीकरण के लिए सम्बद्ध विभागाध्यक्ष यह प्रमाण-पत्र जारी करेगा कि संविदा पर नियुक्त व्यक्ति की सेवा और आचरण उस वर्ष के दौरान संतोषजनक रहा है और केवल तभी उसकी संविदा की अवधि नवीकृत/विस्तारित की जाएगी।

(ख) पद का हिमाचल प्रदेश अधीनस्थ सेवाएं चयन बोर्ड के कार्यक्षेत्र में आना.—निदेशक, अनुसूचित जाति, अन्य पिछड़ा वर्ग एवं अल्पसंख्यक एवं विशेष रूप से सक्षम, हिमाचल प्रदेश रिक्त पद को संविदा के आधार पर (पदों) को भरने के लिए सरकार का अनुमोदन प्राप्त करने के पश्चात् अध्यपेक्षा को सम्बद्ध भर्ती अभिकरण अर्थात् हिमाचल प्रदेश कर्मचारी चयन आयोग, हमीरपुर के समक्ष रखेगा।

(ग) चयन इन भर्ती और प्रोन्नति नियमों में विहित पात्रता शर्तों के अनुसार किया जाएगा।

(II) संविदात्मक उपलब्धियां.—संविदा के आधार पर नियुक्त वार्डन को 8710/—रूपये की दर से समेकित नियत संविदात्मक रकम (जो पे बैंड के न्यूनतम जमा ग्रेड पे के बराबर होगी) प्रति मास संदत्त की जाएगी। यदि संविदा में एक वर्ष से अधिक की बढ़ोतरी की जाती है तो पश्चात्वर्ती वर्ष/वर्षों के लिए

संविदात्मक उपलब्धियों में 261/— रुपये (पद के पे बैंड का न्यूनतम जमा ग्रेड पे का तीन प्रतिशत) की रकम वार्षिक वृद्धि के रूप में अनुज्ञात की जाएगी।

(III) नियुक्ति और अनुशासन प्राधिकारी.—निदेशक, अनुसूचित जाति, अन्य पिछड़ा वर्ग अल्पसंख्यक एवं विशेष रूप से सक्षम मामले हिमाचल प्रदेश नियुक्ति और अनुशासन प्राधिकारी होगा।

(IV) चयन प्रक्रिया.—संविदा नियुक्ति के मामले में पद पर नियुक्ति के लिए चयन तथा लिखित परीक्षा के गुणागुण इन नियमों से संलग्न परिशिष्ट-1 में यथा विनिर्दिष्ट के अनुसार मूल्यांकन के आधार पर किया जाएगा या यदि, ऐसा करना आवश्यक या समीचीन समझे तो लिखित परीक्षा के गुणागुण इन नियमों से संलग्न परिशिष्ट-1 में यथा विनिर्दिष्ट के अनुसार मूल्यांकन तथा पूर्व में ली गई छंटनी परीक्षा (वस्तुनिष्ठ प्रकार की)/लिखित परीक्षा या व्यावहारिक परीक्षा या शारीरिक परीक्षण के आधार पर किया जाएगा, जिसका स्तर/पाठ्यक्रम आदि, सम्बद्ध भर्ती अभिकरण अर्थात् हिमाचल प्रदेश कर्मचारी चयन आयोग, हमीरपुर द्वारा अवधारित किया जाएगा।

(V) संविदात्मक नियुक्तियों के लिए चयन समिति.—जैसी सम्बद्ध भर्ती अभिकरण अर्थात् हिमाचल प्रदेश कर्मचारी चयन आयोग, हमीरपुर द्वारा समय-समय पर गठित की जाए।

(VI) करार.—अभ्यर्थी को, चयन के पश्चात् इन नियमों से संलग्न परिशिष्ट-II के अनुसार करार हस्ताक्षरित करना होगा।

(VII) निबन्धन और शर्तें.—(क) संविदा के आधार पर नियुक्त व्यक्ति को 8710/— रुपये की दर से नियत संविदात्मक रकम (जो पे बैंड के न्यूनतम जमा ग्रेड पे के बराबर होगी) प्रति मास संदत्त की जाएगी। संविदा पर नियुक्त व्यक्ति आगे बढ़ाए गए वर्ष/वर्षों के लिए संविदात्मक रकम में 261/— रुपये की दर से (पद के पे बैंड का न्यूनतम जमा ग्रेड पे का तीन प्रतिशत) वृद्धि का हकदार होगा और अन्य कोई सहबद्ध प्रसुविधाएं जैसे वरिष्ठ/चयन वेतनमान आदि नहीं दिया जाएगा।

(ख) संविदा पर नियुक्त व्यक्ति की सेवा पूर्णतया अस्थायी आधार पर होगी। यदि संविदा पर नियुक्त व्यक्ति का कार्यपालन/आचरण ठीक नहीं पाया जाता है तो, नियुक्ति समाप्त किए जाने के लिए दायी होगी।

(ग) संविदा पर नियुक्त व्यक्ति, एक कलैण्डर वर्ष में, एक मास की सेवा पूरी करने के पश्चात् एक दिन के आकस्मिक अवकाश, दस दिन के चिकित्सा अवकाश और पांच दिन के विशेष अवकाश का हकदार होगा/होगी। संविदा पर नियुक्त महिला कर्मचारी को दो जीवित बच्चों तक एक सौ पैंतीस दिन के प्रसूति अवकाश, दस दिन के चिकित्सा अवकाश और पांच दिन के विशेष अवकाश के लिए भी हकदार होगा/होगी। संविदा पर नियुक्त महिला पूरी सेवा के दौरान, गर्भपात हो जाने सहित गर्भपात कराने की दशा में, प्राधिकृत चिकित्सा अधिकारी द्वारा जारी चिकित्सा प्रमाण-पत्र प्रस्तुत करने पर पैंतालीस दिन से अनधिक प्रसूति अवकाश (जीवित बच्चों की संख्या का विचार किए बिना) के लिए भी हकदार होगी। वह चिकित्सा प्रतिपूर्ति और एल0टी0सी0 आदि के लिए हकदार नहीं होगा/होगी। संविदा पर नियुक्त व्यक्ति को उपरोक्त के सिवाय किसी अन्य प्रकार का कोई अवकाश अनुज्ञात नहीं होगा:

अनुपभुक्त आकस्मिक अवकाश, चिकित्सा अवकाश और विशेष अवकाश एक कलैण्डर वर्ष तक संचित किया जा सकेगा और आगामी कलैण्डर वर्ष के लिए अग्रणीत नहीं किया जाएगा।

(घ) नियन्त्रक अधिकारी के अनुमोदन के बिना कर्त्तव्य (ड्यूटी) से अनधिकृत अनुपस्थिति से स्वतः ही संविदा का पर्यावसान(समापन) हो जाएगा तथापि आपवादिक मामलों में जहां पर चिकित्सा आधार पर कर्त्तव्य से अनाधिकृत अनुपस्थिति के हालात संविदा पर नियुक्त व्यक्ति के नियन्त्रण से बाहर हो तो उस नियमितीकरण के मामले में विचार करते समय ऐसी अवधि अपवर्जित नहीं की जाएगी, किन्तु पदधारी को इस बाबत समय पर नियन्त्रक प्राधिकारी को सूचित करना होगा। तथापि संविदा पर नियुक्त व्यक्ति कर्त्तव्य (ड्यूटी) से अनुपस्थिति की ऐसी अवधि के लिए संविदात्मक रकम का हकदार नहीं होगा:

परन्तु उसे सरकार के प्रचलित अनुदेशों के अनुसार चिकित्सा अधिकारी द्वारा जारी बीमारी/आरोग्य का प्रमाण-पत्र प्रस्तुत करना होगा।

(ड) संविदा पर नियुक्त पदधारी जिसने तैनाती के एक स्थान पर तीन वर्ष का सेवाकाल पूर्ण कर लिया है, आवश्यकता के आधार पर स्थानान्तरण के लिए पात्र होगा, जहां भी प्रशासनिक आधार पर ऐसा करना अपेक्षित हो।

(च) चयनित अभ्यर्थी को सरकारी/रजिस्ट्रीकृत चिकित्सा व्यवसायी से अपना आरोग्य प्रमाण-पत्र प्रस्तुत करना होगा। बारह सप्ताह से अधिक समय से गर्भवती महिला अभ्यर्थी प्रसव होने तक, अस्थायी तौर पर अनुपयुक्त बनी रहेगी। ऐसी महिला अभ्यर्थी का किसी प्राधिकृत चिकित्सा अधिकारी/व्यवसायी द्वारा उपयुक्तता के लिए पुनः परीक्षण किया जाएगा।

(छ) संविदा पर नियुक्त व्यक्ति का यदि अपने पदीय कर्तव्यों के सम्बन्ध में दौरे पर जाना अपेक्षित हो, तो वह उसी दर पर जैसी नियमित प्रतिस्थानी पदधारी को पद के वेनतमान के न्यूनतम पर लागू है, यात्रा भत्ते/दैनिक भत्ते का हकदार होगा/होगी।

(ज) नियमित कर्मचारियों की दशा में यथा लागू सेवा नियमों के उपबन्ध जैसे कि एफ0आर0एस0आर0, छुट्टी नियम, साधारण भविष्य निधि नियम, पेंशन नियम तथा आचरण नियम आदि संविदा पर नियुक्त व्यक्तियों की दशा में लागू नहीं होंगे। संविदा पर नियुक्त व्यक्ति (व्यक्तियों) को कर्मचारी सामूहिक बीमा स्कीम के साथ-साथ ई0पी0एफ0/जी0पी0एफ0 भी लागू नहीं होगा।

16. आरक्षण.—सेवा में नियुक्ति, हिमाचल प्रदेश सरकार द्वारा समय-समय पर अनुसूचित जातियों/अनुसूचित जनजातियों/अन्य पिछड़े वर्गों और व्यक्तियों के अन्य प्रवर्ग के लिए सेवा में आरक्षण की बाबत जारी किए गए आदेशों के अधीन होगी।

17. विभागीय परीक्षा.—लागू नहीं।

18. शिथिल करने की शक्ति.—जहां राज्य सरकार की यह राय हो कि ऐसा करना आवश्यक या समीचीन है, वहां वह, कारणों को लिखित में अभिलिखित करके, और हिमाचल प्रदेश लोक सेवा आयोग के परामर्श से, आदेश द्वारा, इन नियमों के किन्हीं उपबन्धों को किसी वर्ग या व्यक्ति (व्यक्तियों) के प्रवर्ग या पद (पदों) की बाबत, शिथिल कर सकेगी।

परिशिष्ट—।

वर्ग—III के पदों के लिए

लिखित परीक्षा

1. [लिखित परीक्षा में प्राप्तांकों की प्रतिशतता 85 अंकों में से परिकलित की जानी है। उदाहरणार्थ, लिखित परीक्षा में 50 प्रतिशत अंक प्राप्त करने वाले अभ्यर्थी को 42.5 अंक दिए जाएंगे]।
85 अंक
2. अभ्यर्थी का मूल्यांकन निम्नलिखित रीति में किया जाना है:—
15 अंक
- (i) भर्ती और प्रान्ति नियमों में विहित न्यूनतम शैक्षिक अर्हता हेतु वरीयता = 2.5 अंक

[शैक्षिक अर्हता में प्राप्तांकों की प्रतिशतता 0.025 से गुणा की जाएगी। उदाहरणार्थ, किसी व्यक्ति ने अपेक्षित शैक्षिक अर्हता में 50 प्रतिशत अंक प्राप्त किए हैं, जो उसे 1.25 अंक (50×0.025) अनुज्ञात किए जाएंगे]।

- (ii) यथास्थिति, अधिसूचित पिछड़े क्षेत्र या पंचायत से सम्बन्धित = 01 अंक
- (iii) भूमिहीन कुटुम्ब/एक हेक्टेयर से कम भूमि वाले कुटुम्ब को सम्बद्ध राजस्व प्राधिकारी द्वारा प्रमाणित किया जाएगा = 01 अंक
- (iv) इस प्रभाव का गैर-नियोजन प्रमाण-पत्र कि कुटुम्ब का कोई भी सदस्य सरकारी/अर्ध सरकारी सेवा में नहीं है = 01 अंक
- (v) 40 प्रतिशत विकृति/निःशक्तता/ दुर्बलता से अधिक वाले दिव्यांगजन = 01 अंक
- (vi) एन.एस.एस. (कम से कम एक वर्ष) एन.सी.सी. में प्रमाण-पत्र धारक/भारत स्काउट और गाइड/राष्ट्रीय स्तर की खेल स्पर्धाओं में पदक विजेता = 01 अंक
- (vii) सरकार द्वारा समय-समय पर यथाविहित 40,000 से कम (समस्त स्त्रोतों से) वार्षिक आय वाला बीपीएल कुटुम्ब = 02 अंक
- (viii) विधवा/तलाक शुदा/अकिंचन/एकल महिला = 01 अंक
- (ix) इकलौती पुत्री/अनाथ = 01 अंक
- (x) किसी मान्यता प्राप्त विश्वविद्यालय/संस्था से आवेदित पद से सम्बन्धित कम से कम छह मास की अवधि का प्रशिक्षण = 01 अंक
- (xi) सरकारी/अर्धसरकारी संगठन में, आवेदित पद से सम्बन्धित अधिकतम पांच वर्ष तक का अनुभव (प्रत्येक पूर्ण किए गए वर्ष के लिए 0.5 अंक) = 2.5 अंक

परिशिष्ट-II

वार्डन, वर्ग-III (अराजपत्रित) और हिमाचल प्रदेश सरकार के मध्य निदेशक, अनुसूचित जाति, अन्य पिछड़ा वर्ग, अल्पसंख्यक एवं विशेष रूप से सक्षम, हिमाचल प्रदेश के माध्यम से निष्पादित की जाने वाली संविदा/करार का प्रारूप

यह करार श्री/श्रीमति पुत्र/पुत्री श्री निवासी संविदा पर नियुक्त व्यक्ति (जिसे इसमें इसके पश्चात् "प्रथम पक्षकार" कहा गया है) और हिमाचल प्रदेश के राज्यपाल के मध्य निदेशक, अनुसूचित जाति, अन्य पिछड़ा वर्ग, अल्पसंख्यक एवं विशेष रूप से सक्षम, हिमाचल प्रदेश (जिसे इसमें इसके पश्चात् "द्वितीय पक्षकार" कहा गया है) के माध्यम से आज तारीख..... को किया गया।

"द्वितीय पक्षकार" ने उपरोक्त प्रथम पक्षकार को लगाया है और प्रथम पक्षकार ने वार्डन, वर्ग-III (अराजपत्रित) के रूप में संविदा के आधार पर निम्नलिखित निबन्धन और शर्तों पर सेवा करने के लिए सहमति दी है:-

- यह कि प्रथम पक्षकार वार्डन, वर्ग-III (अराजपत्रित) के रूप में..... से प्रारम्भ होने और.....को समाप्त होने वाले दिन तक एक वर्ष की अवधि के लिए द्वितीय पक्षकार की सेवा में रहेगा। यह विनिर्दिष्ट रूप से उल्लिखित किया गया है और दोनों पक्षकारों द्वारा करार पाया गया है कि प्रथम पक्षकार की द्वितीय पक्षकार के साथ संविदा, आखिरी कार्य दिवस अर्थात्.....दिन को स्वयंमेव पर्यवसित (समाप्त) हो जाएगी तथा सूचना नोटिस आवश्यक नहीं होगा:

परन्तु संविदा अवधि में वर्षानुवर्ष आधार पर विस्तारण/नवीकरण के लिए सम्बद्ध विभागाध्यक्ष यह प्रमाण-पत्र जारी करेगा कि संविदा पर नियुक्त व्यक्ति की सेवा और आचरण वर्ष के दौरान संतोषजनक रहा है और केवल तभी उसकी संविदा की अवधि नवीकृत/विस्तारित की जाएगी।

2. प्रथम पक्षकार की संविदात्मक रकम 8710/-रूपये प्रतिमास होगी।
3. प्रथम पक्षकार की सेवा पूर्णतया अस्थायी आधार पर होगी। यदि संविदा पर नियुक्त व्यक्ति का कार्य/आचरण ठीक नहीं पाया जाता है या यदि नियमित पदधारी उस रिक्ति के विरुद्ध नियुक्त/तैनात कर दिया जाता है जिसके लिए प्रथम पक्षकार को संविदा पर लगाया गया है तो नियुक्ति पर्यवसित (समाप्त) की जाने के लिए दायी होगी।
4. संविदा पर नियुक्त व्यक्ति, एक कलैण्डर वर्ष में एक मास की सेवा पूरी करने के पश्चात् एक दिन के आकस्मिक अवकाश का हकदार होगा/होगी। संविदा पर नियुक्त महिला कर्मचारी को दो जीवित बच्चों तक एक सौ पैंतीस दिन का प्रसूति अवकाश दिया जा सकेगा। संविदा पर नियुक्त महिला कर्मचारी पूरी सेवा के दौरान, गर्भपात हो जाने सहित गर्भपात कराने की दशा में, प्राधिकृत चिकित्सा अधिकारी द्वारा जारी प्रमाण-पत्र प्रस्तुत करने पर पैंतालीस दिन से अनधिक प्रसूति अवकाश (जीवित बच्चों की संख्या का विचार किए बिना) के लिए भी हकदार होगी। वह चिकित्सा प्रतिपूर्ति और एल0टी0सी0 आदि के लिए हकदार नहीं होगा/होगी। संविदा पर नियुक्त व्यक्ति को उपरोक्त के सिवाय अन्य किसी प्रकार का कोई अवकाश अनुज्ञात नहीं होगा:

परन्तु अनुपभुक्त आकस्मिक अवकाश, चिकित्सा अवकाश और विशेष अवकाश एक कलैण्डर वर्ष तक संचित किया जा सकेगा और आगामी कलैण्डर वर्ष के लिए अग्रणीत नहीं किया जाएगा।

5. नियन्त्रक प्राधिकारी के अनुमोदन के बिना कर्त्तव्य (ड्यूटी) से अनधिकृत अनुपस्थिति से स्वतः ही संविदा का पर्यवसान (समापन) हो जाएगा। तथापि आपवादिक मामलों में जहां पर चिकित्सा आधार पर कर्त्तव्य (ड्यूटी) से अनधिकृत अनुपस्थिति के हालात संविदा पर नियुक्त व्यक्ति के नियन्त्रण से बाहर हों तो उसके नियमितीकरण के मामले में विचार करते समय ऐसी अवधि अपवर्जित नहीं की जाएगी, किन्तु पदधारी को इस बाबत समय पर नियन्त्रक प्राधिकारी को सूचित करना होगा। तथापि संविदा पर नियुक्त व्यक्ति कर्त्तव्य (ड्यूटी) से अनुपस्थिति की ऐसी अवधि के लिए संविदात्मक रकम का हकदार नहीं होगा:

परन्तु उसे सरकार के प्रचलित अनुदेशों के अनुसार, चिकित्सा अधिकारी द्वारा जारी किए गए बीमारी/आरोग्य प्रमाण-पत्र को प्रस्तुत करना होगा।

6. संविदा के आधार पर नियुक्त व्यक्ति जिसने तैनाती के स्थान पर तीन वर्ष का कार्यकाल पूर्ण कर लिया हो, आवश्यकता के आधार पर स्थानान्तरण हेतु पात्र होगा/होगी, जहाँ भी प्रशासनिक आधारों पर अपेक्षित हो।
7. चयनित अभ्यर्थी को सरकारी/रजिस्ट्रीकृत चिकित्सा व्यवसायी से अपना आरोग्य प्रमाण-पत्र प्रस्तुत करना होगा। महिला अभ्यर्थियों की दशा में बारह सप्ताह से अधिक की गर्भवती महिला प्रसव होने तक अस्थायी तौर पर अनुपयुक्त बनी रहेगी। ऐसी महिला अभ्यर्थी का किसी प्राधिकृत चिकित्सा अधिकारी/व्यवसायी द्वारा उपयुक्तता के लिए पुनः परीक्षण किया जाना चाहिए।
8. संविदा पर नियुक्त व्यक्ति का यदि अपने पदीय कर्त्तव्यों के सम्बन्ध में दौरे पर जाना अपेक्षित हो, तो वह उसी दर पर, जैसा कि नियमित प्रतिस्थानी पदधारी को वेतनमान के न्यूनतम पर लागू है, यात्रा भत्ते/दैनिक भत्ते का हकदार होगा/होगी।
9. संविदात्मक नियुक्त व्यक्ति(यों) को सामूहिक बीमा स्कीम के साथ-साथ इ0पी0एफ0/जी0पी0एफ0 भी लागू नहीं होगा।

इसके साक्ष्यस्वरूप प्रथम पक्षकार और द्वितीय पक्षकार ने साक्षियों की उपस्थिति में इसमें सर्वप्रथम उल्लिखित तारीख को अपने-अपने हस्ताक्षर कर दिए हैं।

साक्षियों की उपस्थिति में:

1.

 (नाम व पूरा पता)

2.

 (नाम व पूरा पता)

(प्रथम पक्षकार के हस्ताक्षर)

साक्षियों की उपस्थिति में:

1.

 (नाम व पूरा पता)

2.

 नाम व पूरा पता

(द्वितीय पक्षकार के हस्ताक्षर)

[Authoritative English text of this Department Notification No. SJE-B-B(1)-4/2017, dated 10-04- 2018 as required under clause (3) of Article 348 of the Constitution of India].

SOCIAL JUSTICE AND EMPOWERMENT DEPARTMENT

NOTIFICATION

Shimla-02, the 10th April, 2018

No. SJE-B-B (1)-4/2017.—In exercise of the powers conferred by proviso to article 309 of the Constitution of India, the Governor, Himachal Pradesh, in consultation with the Himachal Pradesh Public Service Commission, is pleased to make the Recruitment & Promotion Rules for the post of **Warden, Class-III** (Non-Gazetted) in the Department of Social Justice and Empowerment, Himachal Pradesh as per Annexure-A attached to this notification, namely:—

1. Short title and commencement.—(1) These rules may be called the Himachal Pradesh, Department of Social Justice and Empowerment, Warden, Class-III (Non-Gazetted), Recruitment and Promotion Rules, 2018.

(2) These rules shall come into force from the date of publication in the Rajpatra, Himachal Pradesh.

By order,
Sd/-
Addl. Chief Secretary (SJ&E).

ANNEXURE-A

**RECRUITMENT AND PROMOTION RULES FOR THE POST OF WARDEN, CLASS-III
(NON-GAZETTED) IN THE DEPARTMENT OF SOCIAL JUSTICE &
EMPOWERMENT, HIMACHAL PRADESH**

1. Name of the post.—Warden

2. Number of post(s).—01 (One)

3. Classification.—Class-III (Non-Gazetted).

4. Scale of pay.— (i) *Pay Band.*—Rs. 5910-20200/- + Rs. 2800/- Grade Pay

(iii) *Emoluments for contract employee.*— Rs. 8710/- P.M. as per details given in Column No. 15-A.

5. Whether "Selection" post or "non-selection" post.—Not applicable

6. Age of direct recruitment.—18 to 45 years :

Provided that the upper age limit for direct recruitment will not be applicable to the candidates already in service of the government including those who have been appointed on *ad hoc* or on contract basis:

Provided further that if a candidate appointed on *ad hoc* basis or on contract basis had become over-age on the date he was appointed as such, he shall not be eligible for any relaxation in the prescribed age limit by virtue of his such *ad hoc* or contract appointment:

Provided further that upper age limit is relaxable for Scheduled Caste/Scheduled Tribe / Other Backward Classes and Other category of persons to the extent permissible under the general or special order (s) of the Himachal Pradesh Government:

Provided further that the employees of all the Public Sector Corporations and Autonomous Bodies who happened to be Government servants before absorption in public Sector Corporation/ Autonomous Bodies at the time of initial constitution of such Corporations/Autonomous Bodies shall be allowed age concession in direct recruitment as admissible to Government servants. This concession will not, however, be admissible to such staff of the public Sector, Corporations/ Autonomous Bodies who were/are subsequently appointed by such Corporations/Autonomous Bodies and who are/were finally absorbed in the service of such Corporations/Autonomous Bodies after initial constitution of the Public Sector Corporation/Autonomous Bodies.

Note.—Age limit for direct recruitment will be reckoned on the first day of the year in which the post (s) is are advertised for inviting applications or notified to the employment Exchanges, as the case may be.

7. Minimum educational and other qualifications required for direct recruit(s).—(a) Essential Qualification(s).—(i) Should be Graduate from a recognized University.

- (ii) (a) B.Ed. Special Education (Mental Retardation) or equivalent degree from the Institute recognized by rehabilitation Council of India (RCI), New Delhi.

And

- (b) 05 years post qualification experience in working with Children with Mental Retardation from recognized Institute/School.

OR

- (a) D.Ed. (Mental retardation) or equivalent diploma from the Institute recognized by rehabilitation Council of India (RCI), New Delhi.

And

- (b) 06 year post qualification experience in working with Children with Mental Retardation from recognized Institute/School.

- (iii) The candidate must be registered with Rehabilitation Council of India (RCI), New Delhi.

(b) *DESIRABLE QUALIFICATION(s).*—Knowledge of customs, manners and dialects of Himachal Pradesh and suitability for appointments in the peculiar conditions prevailing in the Pradesh.

8. Whether age and educational qualification(s) prescribed for direct recruit(s) will apply in the case of the promote(s).— Age: Not applicable.

Educational Qualification.—Not applicable

9. Period of Probation, if any.— (a) Two years subject to such further extension for a period not exceeding one year as may be ordered by the competent authority in special circumstances and reasons to be recorded in writing.

(b) No Probation in the case of appointment on contract basis, tenure basis, reemployment after superannuation and absorption.

10. Method(s) of recruitment, whether by direct recruitment or by promotion/secondment/transfer and the percentage of post(s) to be filled in by various methods.—100% by direct recruitment on regular basis or by recruitment on contract basis, as the case may be.

11. In case recruitment by promotion/secondment/transfer, grade for which promotion/secondment/transfer is to be made.— Not applicable.

12. If a Departmental promotion/Confirmation Committee exists, what is its Composition?—(a) *Departmental Promotion Committee.*— Not applicable.

(b) *Departmental Confirmation Committee.*— As may be constituted by the Government from time to time.

13. Circumstances under which the Himachal Pradesh Public Service Commission (H.P.P.S.C.) is to be consulted in making recruitment.—As required under the Law.

14. Essential requirement for a direct recruitment.—A candidate for appointment to any service or post must be a citizen of India.

15. Selection for appointment to the post by direct recruitment.—Selection for appointment to the post in the case of direct recruitment shall be made on the basis of merit of written examination followed by evaluation as specified in Appendix-I appended to these rules, or if the Himachal Pradesh Public Service Commission or other recruiting agency/authority, as the case may be, so considers necessary or expedient on the basis of merit of written examination followed by evaluation as specified in Appendix-I appended to these Rules, preceded by a screening test (objective type) or practical test or skill test or physical test, the standard/syllabus, etc. of which will be determined by the Himachal Pradesh public Service Commission/other recruiting agency/ authority, as the case may be.

15-A Selection for appointment to the post by Contract appointment.—Notwithstanding anything contained in these rules, contract appointments to the post will be made subject to the terms and conditions given below:—

(I) CONCEPT.—(a) Under this policy the Warden, Class-III (Non-Gazetted) in the Department of Social Justice & Empowerment Himachal Pradesh will be engaged on contract basis initially for one year, which may be extendable on year to year basis:

Provided that for extension/ renewal of contract period on year to year basis the concerned HOD shall issue a certificate that the service and conduct of the contract appointee is satisfactory during the year and only then his period of contract is to be renewed/extended.

(b) *POST FALLS WITHIN THE PURVIEW OF HPSSC.*—The Director, Empowerment of SCs, OBCs, Minorities and the Specially Abled, H.P. after obtaining the approval of the Government to fill up the vacant posts on contract basis will place the requisition with the concerned recruiting agency *i.e.* H.P. Staff Selection Commission, Hamirpur.

(c) The selection will be made in accordance with the eligibility conditions prescribed in these rules.

(II) CONTRACTUAL EMOLUMENTS.—The Warden, Class-III (Non-Gazetted) appointed on contract basis will be paid contractual amount @ Rs.8710/- P.M. (which shall be equal to minimum of the pay band + grade pay). An amount of Rs. 261/- (3% of the minimum of pay band + grade pay of the post) as annual increase in contractual emoluments for the subsequent year(s) will be allowed, if contract is extended beyond one year.

(III) APPOINTING/ DISCIPLINARY AUTHORITY.—The Director, Empowerment of SCs, OBCs, Minorities & the Specially Abled, H.P. will be appointing and disciplinary authority.

(IV) SELECTION PROCESS.—Selection for appointment to the post in the case of Contract Appointment shall be made on the basis of merit of written examination followed by evaluation as specified in Appendix-I appended to these rules, or if considered necessary or expedient on the basis of merit of written examination followed by evaluation as specified in appendix-I appended to these rules, preceded by a screening test (objective type) or practical test or skill test or physical test, the standard/syllabus, etc. of which, will be determined by the concerned recruiting agency *i.e.* Himachal Pradesh Staff Selection Commission Hamirpur.

(V) COMMITTEE FOR SELECTION OF CONTRACTUAL APPOINTMENTS.—As may be constituted by the concerned recruiting agency *i.e.* Himachal Pradesh Staff Selection Commission, Hamirpur, from time to time.

(VI) AGREEMENT.—After selection of a candidate, he/she shall sign an agreement as per Appendix-II appended to these Rules.

(VIII) TERMS AND CONDITIONS.—(a) The contractual appointee will be paid fixed contractual amount @ Rs. 8710/- P.M. (which shall be equal to minimum of the pay band +grade pay). The Contract appointee will be entitled for increase in contractual amount @ Rs. 261/- (3% of minimum of the pay band+ grade pay of the post) for further extended years and no other allied benefits such as senior/ selection scales etc. will be given.

(b) The service of the contract appointee will be purely on temporary basis. The appointment is liable to be terminated in case the performance/ conduct of the contract appointee is not found satisfactory.

(c) The contract appointee will be entitled for one day's casual leave after putting one month's service, 10 days' medical leave and 5 days' special leave, in a calendar year. A female contract appointee with less than two surviving children may be granted maternity leave for 135 days'. A female contract appointee shall also be entitled for maternity leave not exceeding 45 days' (irrespective of the number of surviving children) during the entire service, in case of miscarriage including abortion, on production of medical certificate issued by the authorized Government Medical Officer. A contract employee shall not be entitled for medical re-imbursement and LTC etc. No leave of any other kind except above is admissible to the contract appointee:

in-availed casual leave, medical leave & special leave can be accumulated up to the calendar year and will not be carried forward for the next calendar year.

(d) Unauthorized absence from duty without the approval of controlling Officer shall automatically lead to the termination of the contract. However, in exceptional cases where the circumstances for un-authorized absence from duty were beyond his/her control on medical grounds, such period shall not be excluded while considering his/her case for regularization but the incumbent shall have to intimate the controlling authority in this regard well in time. However, the contract appointee shall not be entitled for contractual amount for the period of absence from duty:

Provided that he/she shall submit the certificate of illness/fitness issued by the Medical Officer, as per prevailing instructions of the Government.

(e) An official appointed on contract basis who have completed three years tenure at one place of posting will be eligible for transfer on need based basis wherever required on administrative grounds.

(f) Selected candidate will have to submit a certificate of his/her fitness from Government/ Registered Medical Practitioner. Women candidate, pregnant beyond 12 weeks will stand temporarily unfit till the confinement is over. The woman candidate will be re-examined for the fitness from an authorized Medical Officer/Practitioner.

(g) Contract appointee will be entitled to TA/DA if required to go on tour in connection with his/her official duties at the same rate as applicable to regular counter-part official at the minimum of pay scale.

(h) Provisions of service rules like FR SR, Leave Rules, GPF Rules, Pension Rules & Conduct rules etc. as are applicable in case of regular employees will not be applicable in case of contract appointees. The Employees Group Insurance Scheme as well as EPF/GPF will also not be applicable to contract appointee(s).

16. Reservation.—The appointment to the service shall be subject to orders regarding reservation in the service for Scheduled Castes/Scheduled Tribal/ Other Backward Classes/other categories of persons issued by the Himachal Pradesh Government from time to time.

17. Departmental Examination.—Not applicable.

18. Powers to Relax.—Where the State Government is of the opinion that it is necessary or expedient to do so; it may by order for reasons to be recorded in writing and in consultation with the H.P.P.S.C. relax any of the provision (s) of these Rules with respect to any class or category of person (s) or post (s).

APPENDIX-I

WRITTEN TEST

1. [Percentage of marks obtained in written examination to be calculated out of 85 marks. For example, a candidate getting 50% marks in written examination will be given 42.5 marks] 85 Marks
2. Evaluation of candidate to be made in the following manner: 15 Marks
 - (i) Weightage for the minimum educational qualification, prescribed in the Recruitment & Promotion Rules.

[Percentage of marks obtained in the educational qualification would be multiplied by 0.025. For example, an individual has secured 50% marks in the required educational qualification, he/she will be allowed 1.25marks (50x0.025=1.25)] 2.5 Marks
 - (ii) Belonging to notified Backward area or Panchayat, as the case may be 01Mark
 - (iii) Land less family/family having land less than 1 Hectare to be certified by the concerned Revenue Authority 01 Mark
 - (iv) Non-employment Certificate to the effect that none of the family members is in Government/Semi-Government service 01 Mark
 - (v) Differently abled persons with more than 40% pairment/disability/infirmity 01 Mark

-
- (vi) NSS (atleast one year)/certificate holders in NCC/The Bharat Scout and Guide/Medal winner in National Level sports competitions 01 Mark
- (vii) BPL family having annual income (from all sources) below Rs. 40,000/- or as prescribed by the Govt. from time to time 02 Mark
- (viii) Widow/Divorced/Destitute/Single women 01 Mark
- (ix) Single daughter/Orphan 01 Mark
- (x) Training of atleast 6 months duration related to the post applied for from a recognized University/Institution 01 Mark
- (xi) Experience upto a maximum of 5 years in Govt./Semi-Govt. Organization relation to the post applied for (0.5 marks only for each completed year) 2.5 Marks

APPENDIX-II

Form of Contract/agreement to be executed between the Warden, Class-III (Non-Gazetted) and the Government of Himachal Pradesh through the Director, SCs, OBCs & Minority Affairs of H.P,

This agreement is made on this-----day of -----in the year----- between. Sh./Smt. -----s/o/d/o Sh.-----r/o ----- Contract appointee (here in after called the (FIRST PARTY), AND The Governor of Himachal Pradesh through the Director, SCs, OBCs & Minority Affairs of H.P. (here-in-after the SECOND PARTY).

Whereas the SECOND PARTY has engaged the aforesaid FIRST PARTY and the FIRST PARTY has agreed to serve as a Warden, Class-III (Non-Gazetted) on contract basis on the following terms and conditions:

1. That the FIRST PARTY shall remain in the service of the SECOND PARTY as a Warden, Class-III (Non-Gazetted) for a period of one year commencing on day of----- and ending on the day of -----. It is specifically mentioned and agreed upon by both the parties that the contract of the FIRST PARTY with SECOND PARTY shall *ipso-facto* stand terminated on the last working day *i.e.* on ----- And information notice shall not be necessary:

Provided that for further extension/renewal of contract period the HOD shall issue a certificate that the services and conduct of the contract appointee was satisfactory during the year and only then the period of contract is to be renewed/extended.

2. The contractual amount of the FIRST PARTY will be Rs. 8710/- per month.
3. The service of FIRST PARTY will be purely on temporary basis. The appointment is liable to be terminated in case the performance/ conduct of the contract appointee is not found satisfactory.

4. The contract appointee will be entitled for one day's casual leave after putting one month's service, 10 days' medical leave and 5 days' special leave, in a calendar year. A female contract appointee with less than two surviving children may be granted maternity leave for 135 days'. A female contract appointee shall also be entitled for maternity leave not exceeding 45 days' (irrespective of the number of surviving children) during the entire service, in case of miscarriage including abortion, on production of medical certificate issued by the authorized Government Medical Officer. A contract employee shall not be entitled for medical reimbursement and LTC etc. No leave of any other kind except above is admissible to the contract appointee:

Un-availed casual leave, medical leave & special leave can be accumulated up to the calendar year and will not be carried forward for the next calendar year.

5. Unauthorized absence for the duty without the approval of the controlling Officer shall automatically lead to the termination of the contract. However, in exceptional cases where the circumstances for un-authorized absence from duty were beyond his/her control on medical grounds, such period shall not be excluded while considering his/her case for regularization but the incumbent shall have to intimate the controlling authority in this regard well in time.

However, the Contract appointee shall not be entitle for contractual amount for the period of absence from duty:

Provided that he/she shall submit the certificate of illness/fitness issued by the Medical Officer, as per prevailing instructions of the Government.

6. An official appointed on contract basis who have completed three years tenure at one place of posting will be eligible for transfer on need based basis wherever required on administrative grounds.
7. Selected candidate will have to submit a certificate of his/her fitness from a Government /Registered Medical Practitioner. In case of woman candidates pregnancy beyond twelve weeks will render her temporarily unfit till the confinement is over. The woman candidate should be re-examined for fitness from an authorized Medical officer/Practitioner.
8. Contract appointee shall be entitled to TA/DA if required to go on tour in connection with his/her official duties at the same rate as applicable to regular counterpart official at the minimum of the pay scale.
9. The Employees Group Insurance Scheme as well as EPF/GPF will not be applicable to contractual appointees(s).

IN WITNEES the FIRST PARTY AND SECOND PARTY have herein to set their hands the day, month and year first, above written.

IN THE PRESENCE OF WITNESS.

1. _____

(Name and full address)

2. -----

(Name and full address)

(SIGNATURE OF FIRST PARTY)

IN THE PRESENCE OF WITNESS

1. -----

(Name and full address)

2. -----

(Name and full address)

(Signature of SECOND PARTY)

LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

Shimla-171001, the 15th March, 2018

No. 11-2/93(Lab) ID/2018/Baddi/Aarti.—Whereas the Labour Inspector-*cum*-Conciliation Officer, Baddi Circle, Distt. Solan has submitted a report as provided u/s 12(4) of the Industrial Disputes Act, 1947 stating that there was an alleged industrial dispute in between Smt. Aarti w/o Sh. Santosh Mahato, r/o Chansia, P.O. Govind Chowk, Tehsil Sonpur, Distt. Chapra (Bihar) c/o Sh. Satish Kumar, President, H.P. AITUC, Distt. Committee Solan H.Q. House No. 276, Phase III, Housing Board, Baddi Distt. Solan, H.P. *Vs* the Managing Director, M/s Captab, Biotech Unit-II, Plot No. 125, EPIP Phase-I, Jharmajri, Tehsil Baddi, Distt. Solan, H.P.

Whereas, the Labour Inspector-*cum*-Conciliation Officer Baddi, has incorporated in the report that during the course of conciliation proceedings for the purpose of bringing about a legal and amicable settlement, all matters affecting the settlement were investigated and has made all efforts for the purpose of inducing the parties to come to legal, fair and amicable settlement of the said dispute. However, no such settlement could be arrived at in between the parties to the industrial dispute.

The report so received has been considered by the undersigned and as per power vested under sub-section 5 of Section 12 of the Act *ibid*, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/ Industrial Tribunal.

Therefore, in view of the above facts and circumstances, the undersigned while exercising the powers of the appropriate Govt. vested by the Govt. of Himachal Pradesh *vide* Notification No. Shram(A) 4-9/2006-IV-Loose, dated 15-2-2014 and as per power vested under sub-section 1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947), formed an opinion to refer this

dispute to the Labour Court/Industrial Tribunal Shimla, constituted under Section 7 of Act *ibid*, for legal adjudication on the following issue/issues:—

“Whether termination of the services of Smt. Aarti w/o Sh. Santosh Mahato, r/o Chansia, P.O. Govind Chowk, Tehsil Sonpur, Distt. Chapra (Bihar) c/o Sh. Satish Kumar, President, H.P. AITUC, Distt. Committee Solan H.Q. House No. 276, Phase III, Housing Board Baddi, Distt. Solan *w.e.f.* 09-10-2015 by the management of M/s Captab, Biotech Unit-II, Plot No. 125, EPIP Phase-I, Jharmajri, Tehsil Baddi, Distt. Solan, H.P., without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what relief including reinstatement, amount of back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above management?”

Sd/-
Joint Labour Commissioner,
Himachal Pradesh.

LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

Shimla-171001, the 06th March, 2018

No. 11-2/93(Lab)ID/2018/Baddi/Ankush.—It appears to the undersigned that an industrial dispute about the following issue exist between Sh. Ankush Jaswal s/o Sh. Ranvir Singh, VPO-Oel, Tehsil Amb, Distt. Una, H.P. and The Factory Manager, M/s Astral Poly Technik Ltd., Village- Bated, P.O. Barotiwala, Tehsil Baddi, Distt. Solan-173205, H.P.

Whereas, the Labour Officer-*cum*-Conciliation Officer, has incorporated in the report that during the course of conciliation proceedings for the purpose of bringing about a legal and amicable settlement, all matters affecting the settlement were investigated and has made all efforts for the purpose of inducing the parties to come to legal, fair and amicable settlement of the said dispute. However, no such settlement could be arrived at in between the parties to the industrial dispute.

Whereas, undersigned while exercising the power vested as provided under sub section 5 of Section 12 of the Act *ibid* carefully examined the report and come to the conclusion that there exist an industrial dispute between the above parties which requires legal adjudication.

Therefore, in view of the above facts and circumstances, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh *vide* Notification No. Shram (A) 4-9/2006-IV-Loose, dated 15-2-2014 and as per power vested under sub-section 1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947), formed an opinion to refer this dispute to the Ld. Labour Court/Industrial Tribunal Shimla, constituted under Section-7 of Act *ibid*, for legal adjudication on the following issue/issues:—

“Whether demand of Sh. Ankush Jaswal s/o Sh. Ranvir Singh, VPO-Oel, Tehsil Amb, Distt. Una, H.P. for reinstatement of his services and payment of salary from 14.4.2015 onwards, before the management of M/s Astral Poly Technik Ltd., Village Bated, P.O.

Barotiwala, Tehsil Baddi, Distt. Solan- 173205, H.P., after receiving full and final amount of Rs. 73,650/- from the above management, is legal and justified? If yes, what relief the above aggrieved workman is entitled to from the said management and If not, Its effects?”

Sd/-
Joint Labour Commissioner,
Himachal Pradesh.

LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

Shimla-171001, the 14th March, 2018

No. 11-2/93(Lab)ID/2018/Baddi/Arun Lal.—It appears to the undersigned that an industrial dispute about the following issue exist between Sh. Arun Lal s/o Sh. Madan Paul, VPO Pukhri, Tehsil & Distt. Chamba, H.P. with the Factory Manager, M/s Astral Poly Technik Ltd., Village, Bated, P.O. Barotiwala, Tehsil Baddi, Distt. Solan-173205, H.P.

Whereas, the Labour Officer-*cum*-Conciliation Officer, has incorporated in the report that during the course of conciliation proceedings for the purpose of bringing about a legal and amicable settlement, all matters affecting the settlement were investigated and has made all efforts for the purpose of inducing the parties to come to legal, fair and amicable settlement of the said dispute. However, no such settlement could be arrived at in between the parties to the industrial dispute.

Whereas, undersigned while exercising the power vested as provided under sub section 5 of Section 12 of the Act *ibid* carefully examined the report and come to the conclusion that there exist an industrial dispute between the above parties which requires legal adjudication.

Therefore, in view of the above facts and circumstances, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh *vide* Notification No. Shram(A) 4-9/2006-IV-Loose, dated 15-2-2014 and as per power vested under sub-section 1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947), formed an opinion to refer this dispute to the Ld. Labour Court/Industrial Tribunal Shimla, constituted under Section 7 of Act *ibid*, for legal adjudication on the following issue/issues:-

“Whether demand of Sh. Arun Lal s/o Sh. Madan Paul, VPO Pukhri, Tehsil & Distt. Chamba, H.P. for reinstatement of his services and payment of salary from 14.4.2015 onwards, before the management of M/s Astral Poly Technik Ltd., Village Bated, P.O. Barotiwala, Tehsil Baddi, Distt. Solan-173205, H.P., after receiving full and final amount of Rs. 1,03,982/- from the above management, is legal and justified? If yes, what relief the above aggrieved workman is entitled to from the said management and If not, Its effects?”

Sd/-
Joint Labour Commissioner,
Himachal Pradesh.

LABOUR & EMPLOYMENT DEPARTMENT**NOTIFICATION***Shimla-171001, the 07th March, 2018*

No. 11-2/93(Lab)ID/2018/Baddi/Banwari.—It appears to the undersigned that an industrial dispute about the following issue exist between Sh. Banwari Lal s/o Sh. Amar Sharma, Village- Kotlu, P.O. Bhumti, Tehsil Arki, Distt. Solan, H.P. and The Factory Manager, M/s Astral Poly Technik Ltd., Village- Bated, P.O. Barotiwala, Tehsil Baddi, Distt. Solan-173205, H.P.

Whereas, the Labour Officer-*cum*-Conciliation Officer, has incorporated in the report that during the course of conciliation proceedings for the purpose of bringing about a legal and amicable settlement, all matters affecting the settlement were investigated and has made all efforts for the purpose of inducing the parties to come to legal, fair and amicable settlement of the said dispute. However, no such settlement could be arrived at in between the parties to the industrial dispute.

Whereas, undersigned while exercising the power vested as provided under sub-section 5 of Section 12 of the Act *ibid* carefully examined the report and come to the conclusion that there exist an industrial dispute between the above parties which requires legal adjudication.

Therefore, in view of the above facts and circumstances, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh *vide* Notification No. Shram(A) 4-9/2006-IV-Loose, dated 15-2-2014 and as per power vested under sub-section 1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947), formed an opinion to refer this dispute to the Ld. Labour Court/Industrial Tribunal Shimla, constituted under Section-7 of Act *ibid*, for legal adjudication on the following issue/issues:—

“Whether demand of Sh. Banwari Lal s/o Sh. Amar Sharma, Village- Kotlu, P.O. Bhumti, Tehsil Arki, Distt. Solan, H.P. for reinstatement of his services and payment of salary from 14-4-2015 onwards, before the management of M/s Astral Poly Technik Ltd., Village Bated, P.O. Barotiwala, Tehsil Baddi, Distt. Solan-173205, H.P., after receiving full and final amount of Rs. 86,368/- from the above management, is legal and justified? If yes, what relief the above aggrieved workman is entitled to from the said management and If not, Its effects?”

Sd/-
Joint Labour Commissioner,
Himachal Pradesh.

LABOUR & EMPLOYMENT DEPARTMENT**NOTIFICATION***Shimla-171001, the 21st March, 2018*

No. 11-2/93(Lab) ID/2018/Baddi/Bimal.—Whereas the Labour Inspector-*cum*-Conciliation Officer, Baddi Circle, Distt. Solan has submitted a report as provided u/s 12(4) of the Industrial Disputes Act, 1947 stating that there was an alleged industrial dispute in between Smt. Bimal Devi w/o Sh. Gopal Rawat, r/o VPO Yemsari, Tehsil Pandil, Distt. Madhubanai, Bihar c/o Sh.

Satish Kumar, President, H.P. AITUC, Distt. Committee Solan House No. 276, Phase III, Housing Board, Baddi Distt. Solan, H.P. *Vs* The Managing Director, M/s Captab, Biotech Unit-II, Plot No. 125, EPIP Phase-I, Jharmajri, Tehsil Baddi, Distt. Solan, H.P.

Whereas, the Labour Inspector-*cum*-Conciliation Officer, has incorporated in the report that during the course of conciliation proceedings for the purpose of bringing about a legal and amicable settlement, all matters affecting the settlement were investigated and has made all efforts for the purpose of inducing the parties to come to legal, fair and amicable settlement of the said dispute. However, no such settlement could be arrived at in between the parties to the industrial dispute.

The report so received has been considered by the undersigned and as per power vested under sub-section 5 of Section 12 of the Act *ibid*, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/ Industrial Tribunal.

Therefore, in view of the above facts and circumstances, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh *vide* Notification No. Shram(A) 4-9/2006-IV-Loose, dated 15-2-2014 and as per power vested under sub-section 1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947), formed an opinion to refer this dispute to the Labour Court/Industrial Tribunal Shimla, constituted under Section-7 of Act *ibid*, for legal adjudication on the following issue/issues:—

“Whether termination of the services of Smt. Bimal Devi w/o Sh. Gopal Rawat, r/o VPO Yemsari, Tehsil Pandil, Distt. Madhubanai, Bihar c/o Sh. Satish Kumar, President, H.P. AITUC, Distt. Committee Solan H.Q. House No. 276, Phase III, Housing Board, Baddi Distt. Solan *w.e.f.* 09-10-2015 by the Managing Director, M/s Captab, Biotech Unit-II, Plot No. 125, EPIP Phase-I, Jharmajri, Tehsil Baddi, Distt. Solan, H.P., without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what relief including reinstatement, amount of back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above management?”

Sd/-

*Joint Labour Commissioner,
Himachal Pradesh.*

LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

Shimla-171001, the 23rd March, 2018

No. 11-2/93(Lab) ID/2018/Baddi/ Binta Devi.—Whereas the Labour Inspector-*cum*-Conciliation Officer, Baddi Circle, Distt. Solan has submitted a report as provided u/s 12(4) of the Industrial Disputes Act, 1947 stating that there was an alleged industrial dispute in between Smt. Binta Devi w/o Sh. Angrej Rana, r/o Village Nagreta, P.O. Pargod, Tehsil Harchakia, Distt. Kangra, H.P. c/o Sh. Satish Kumar, President, H.P. AITUC, Distt. Committee Solan H.Q. House No. 276, Phase III, Housing Board, Baddi Distt. Solan, H.P. *Vs* The Managing Director, M/s Captab, Biotech Unit-II, Plot No. 125, EPIP Phase-I, Jharmajri, Tehsil Baddi, Distt. Solan, H.P.

Whereas, the Labour Inspector-*cum*-Conciliation Officer, has incorporated in the report that during the course of conciliation proceedings for the purpose of bringing about a legal and amicable settlement, all matters affecting the settlement were investigated and has made all efforts for the purpose of inducing the parties to come to legal, fair and amicable settlement of the said dispute. However, no such settlement could be arrived at in between the parties to the industrial dispute.

The report so received has been considered by the undersigned and as per power vested under Sub-Section 5 of Section 12 of the Act *ibid*, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/ Industrial Tribunal.

Therefore, in view of the above facts and circumstances, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh *vide* Notification No. Shram(A) 4-9/2006-IV-Loose, dated 15-2-2014 and as per power vested under sub-section 1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947), formed an opinion to refer this dispute to the Labour Court/Industrial Tribunal Shimla, constituted under Section-7 of Act *ibid*, for legal adjudication on the following issue/issues:—

“Whether termination of the services of Smt. Binta Devi w/o Sh. Angrej Rana, r/o Village Nagreta, P.O. Pargod, Tehsil Harchakia, Distt. Kangra, H.P. c/o Sh. Satish Kumar, President, H.P. AITUC, Distt. Committee Solan H.Q. House No. 276, Phase III, Housing Board, Baddi Distt. Solan *w.e.f.* 09.10.2015 by the Managing Director, M/s Captab, Biotech Unit-II, Plot No. 125, EPIP Phase-I, Jharmajri, Tehsil Baddi, Distt. Solan, H.P., without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what relief including reinstatement, amount of back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above management?”

Sd/-

*Joint Labour Commissioner,
Himachal Pradesh.*

LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

Shimla-171001, the 7th March, 2018

No. 11-2/93(Lab)ID/2018/Baddi/Govinda.—It appears to the undersigned that an industrial dispute about the following issue exist between Sh. Govinda s/o Sh. Acchru Ram, Village Bhager, Tehsil & Distt. Bilaspur, H.P. with the Factory Manager, M/s Astral Poly Technik Ltd., Village- Bated, P.O. Barotiwala, Tehsil Baddi, Distt. Solan-173205 H.P.

Whereas, the Labour Officer-*cum*-Conciliation Officer, has incorporated in the report that during the course of conciliation proceedings for the purpose of bringing about a legal and amicable settlement, all matters affecting the settlement were investigated and has made all efforts for the purpose of inducing the parties to come to legal, fair and amicable settlement of the said dispute. However, no such settlement could be arrived at in between the parties to the industrial dispute.

Whereas, undersigned while exercising the power vested as provided under sub section 5 of Section 12 of the Act *ibid* carefully examined the report and come to the conclusion that there exist an industrial dispute between the above parties which requires legal adjudication.

Therefore, in view of the above facts and circumstances, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh *vide* Notification No. Shram(A) 4-9/2006-IV-Loose, dated 15-2-2014 and as per power vested under sub-section 1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947), formed an opinion to refer this dispute to the Ld. Labour Court/Industrial Tribunal Shimla, constituted under Section-7 of Act *ibid*, for legal adjudication on the following issue/issues:—

“Whether demand of Sh. Govinda s/o Sh. Acchru Ram, Village Bhager, Tehsil & Distt. Bilaspur, H.P. for reinstatement of his services and payment of salary from 14-4-2015 onwards, before the management of M/s Astral Poly Technik Ltd., Village- Bated, P.O. Barotiwala, Tehsil Baddi, Distt. Solan-173205, H.P., after receiving full and final amount of Rs. 1,30,722/- from the above management, is legal and justified? If yes, what relief the above aggrieved workman is entitled to from the said management and If not, Its effects?”

Sd/-
Joint Labour Commissioner,
Himachal Pradesh.

LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

Shimla-171001, the 19th March, 2018

No. 11-2/93(Lab)ID/2018/Baddi/Jaiwanti.—Whereas the Labour Inspector-*cum*-Conciliation Officer, Baddi Circle, Distt. Solan has submitted a report as provided u/s 12(4) of the Industrial Disputes Act, 1947 stating that there was an alleged industrial dispute in between Smt. Jaiwanti Devi w/o Sh. Devi Singh, Village-Dhanger, P.O. Bhadharwar, Tehsil Sarkagaht, Distt. Mandi, H.P. c/o Sh. Satish Kumar, President, H.P. AITUC, Distt. Committee Solan H.Q. House No. 276, Phase III, Housing Board, Baddi Distt. Solan, H.P. *Vs.* The Managing Director, M/s Captab, Biotech Unit-II, Plot No. 125, EPIP Phase-I, Jharmajri, Tehsil Baddi, Distt. Solan, H.P.

Whereas, the Labour Inspector-*cum*-Conciliation Officer, has incorporated in the report that during the course of conciliation proceedings for the purpose of bringing about a legal and amicable settlement, all matters affecting the settlement were investigated and has made all efforts for the purpose of inducing the parties to come to legal, fair and amicable settlement of the said dispute. However, no such settlement could be arrived at in between the parties to the industrial dispute.

The report so received has been considered by the undersigned and as per power vested under sub-section 5 of Section 12 of the Act *ibid*, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/ Industrial Tribunal.

Therefore, in view of the above facts and circumstances, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh *vide* Notification No. Shram(A) 4-9/2006-IV-Loose, dated- 15.2.2014 and as per power vested under sub-section-1 of Section 10 of The

Industrial Disputes Act, 1947 (14 of 1947), formed an opinion to refer this dispute to the Labour Court/Industrial Tribunal Shimla, constituted under Section 7 of Act *ibid*, for legal adjudication on the following issue/issues:—

“Whether termination of the services of Smt. Jaiwanti Devi w/o Sh. Devi Singh, Village- Dhanger, P.O. Bhadharwar, Tehsil Sarkagaht, Distt. Mandi, H.P. c/o Sh. Satish Kumar, President, H.P. AITUC, Distt. Committee Solan H.Q. House No. 276, Phase III, Housing Board, Baddi Distt. Solan *w.e.f.* 09-10-2015 by the Managing Director, M/s Captab, Biotech Unit-II, Plot No. 125, EPIP Phase-I, Jharmajri, Tehsil Baddi, Distt. Solan, H.P., without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what relief including reinstatement, amount of back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above management?”

Sd/-

Joint Labour Commissioner,
Himachal Pradesh.

LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

Shimla-171001, the 23rd March, 2018

No. 11-1/95(Lab) ID/2018/Kinnaur/Karam Singh.—It appears to the undersigned that an industrial dispute about the following issue exist between Sh. Karam Singh s/o Sh. Uma Lal, r/o Village Tikkri Dhar, P.O. Bainthal, Tehsil Karsog, Distt. Mandi, H.P. *V/s* The General Manager, M/s Patel Engineering Ltd. Shongthong- Karchham Hydro Electric Project, Reckong Peo, Tehsil Kalpa, Distt. Kinnaur, H.P.

Whereas, the Labour Officer-*cum*-Conciliation Officer, has incorporated in the report that during the course of conciliation proceedings for the purpose of bringing about a legal and amicable settlement, all matters affecting the settlement were investigated and has made all efforts for the purpose of inducing the parties to come to legal, fair and amicable settlement of the said dispute. However, no such settlement could be arrived at in between the parties to the industrial dispute.

Whereas, undersigned while exercising the power vested as provided under sub-section 5 of Section 12 of the Act *ibid* carefully examined the report and come to the conclusion that there exist an industrial dispute between the above parties which requires legal adjudication.

Therefore, in view of the above facts and circumstances, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh *vide* Notification No. Shram(A) 4-9/2006-IV-Loose, dated 15-2-2014 and as per power vested under sub-section 1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947), formed an opinion to refer this dispute to the Ld. Labour Court/Industrial Tribunal Shimla, constituted under Section-7 of Act *ibid*, for legal adjudication on the following issue/issues:—

“Whether termination of services Sh. Karam Singh s/o Sh. Uma Lal, r/o Village Tikkri Dhar, P.O. Bainthal, Tehsil Karsog, Distt. Mandi, H.P. (H.P.) by the General Manager, M/s Patel Engineering Ltd. Shongthong- Karchham Hydro Electric Project, Reckong

Peo, Tehsil Kalpa, Distt. Kinnaur, (H.P.) *w.e.f.* 21-09-2016, allegedly without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer/ management?"

Sd/-
Joint Labour Commissioner,
Himachal Pradesh.

LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

Shimla-171001, the 7th March, 2018

No. 11-2/93(Lab)ID/2018/Baddi/Mahavir.—It appears to the undersigned that an industrial dispute about the following issue exist between Sh. Mahavir s/o Sh. Tufani, Village Balu Chapra, P.O. Bharag, Tehsil Bharag, Distt. Devaria, U.P. and The Factory Manager, M/s Astral Poly Technik Ltd., Village- Bated, P.O. Barotiwala, Tehsil Baddi, Distt. Solan-173205, H.P.

Whereas, the Labour Officer-*cum*-Conciliation Officer, has incorporated in the report that during the course of conciliation proceedings for the purpose of bringing about a legal and amicable settlement, all matters affecting the settlement were investigated and has made all efforts for the purpose of inducing the parties to come to legal, fair and amicable settlement of the said dispute. However, no such settlement could be arrived at in between the parties to the industrial dispute.

Whereas, undersigned while exercising the power vested as provided under sub-section 5 of Section 12 of the Act *ibid* carefully examined the report and come to the conclusion that there exist an industrial dispute between the above parties which requires legal adjudication.

Therefore, in view of the above facts and circumstances, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh *vide* Notification No. Shram(A) 4-9/2006-IV-Loose, dated 15-2-2014 and as per power vested under Sub Section-1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947), formed an opinion to refer this dispute to the Ld. Labour Court/Industrial Tribunal Shimla, constituted under Section-7 of Act *ibid*, for legal adjudication on the following issue/issues:—

“Whether demand of Sh. Mahavir s/o Sh. Tufani, Village Balu Chapra, P.O. Bharag, Tehsil Bharag, Distt. Devaria, U.P. for reinstatement of his services and payment of salary from 14-4-2015 onwards, before the management of M/s Astral Poly Technik Ltd., Village- Bated, P.O. Barotiwala, Tehsil Baddi, Distt. Solan-173205, H.P., after receiving full and final amount of Rs. 62,040/- from the above management, is legal and justified? If yes, what relief the above aggrieved workman is entitled to from the said management and If not, Its effects?”

Sd/-
Joint Labour Commissioner,
Himachal Pradesh.

LABOUR & EMPLOYMENT DEPARTMENT**NOTIFICATION***Shimla-171001, the 20th March, 2018*

No. 11-2/93(Lab) ID/2018/Baddi/Manju.—Whereas the Labour Inspector-*cum*-Conciliation Officer, Baddi Circle, Distt. Solan has submitted a report as provided u/s 12(4) of the Industrial Disputes Act, 1947 stating that there was an alleged industrial dispute in between Smt. Manju Devi w/o Sh. Ram Gopal, VPO Bangoli, Tehsil Dehra, Distt. Kangra, H.P. c/o Sh. Satish Kumar, President, H.P. AITUC, Distt. Committee Solan H.Q. House No. 276, Phase III, Housing Board, Baddi Distt. Solan, H.P. *Vs.* The Managing Director, M/s Captab, Biotech Unit-II, Plot No. 125, EPIP Phase-I, Jharmajri, Tehsil Baddi, Distt. Solan, H.P.

Whereas, the Labour Inspector-*cum*-Conciliation Officer, has incorporated in the report that during the course of conciliation proceedings for the purpose of bringing about a legal and amicable settlement, all matters affecting the settlement were investigated and has made all efforts for the purpose of inducing the parties to come to legal, fair and amicable settlement of the said dispute. However, no such settlement could be arrived at in between the parties to the industrial dispute.

The report so received has been considered by the undersigned and as per power vested under Sub-Section 5 of Section 12 of the Act *ibid*, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/ Industrial Tribunal.

Therefore, in view of the above facts and circumstances, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh *vide* Notification No. Shram(A) 4-9/2006-IV-Loose, dated 15-2-2014 and as per power vested under sub-section 1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947), formed an opinion to refer this dispute to the Labour Court/Industrial Tribunal Shimla, constituted under Section-7 of Act *ibid*, for legal adjudication on the following issue/issues:—

“Whether termination of the services of Smt. Manju Devi w/o Sh. Ram Gopal, VPO Bangoli, Tehsil Dehra, Distt. Kangra, H.P. c/o Sh. Satish Kumar, President, H.P. AITUC, Distt. Committee Solan H.Q. House No. 276, Phase III, Housing Board, Baddi Distt. Solan *w.e.f.* 09-10-2015 by the Managing Director, M/s Captab, Biotech Unit-II, Plot No. 125, EPIP Phase-I, Jharmajri, Tehsil Baddi, Distt. Solan, H.P., without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what relief including reinstatement, amount of back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above management?”

Sd/-

*Joint Labour Commissioner,
Himachal Pradesh.*

LABOUR & EMPLOYMENT DEPARTMENT**NOTIFICATION***Shimla-171001, the 17th March, 2018*

No. 11-2/93(Lab)ID/2018/Solan/Manoj.—Whereas the Labour Inspector-*cum*-Conciliation Officer, Solan Circle, Distt. Solan has submitted a report as provided u/s 12(4) of the Industrial

Disputes Act, 1947 stating that there was an alleged industrial dispute in between Sh. Manoj Kumar s/o Sh. Lodhan Ram, Village Dhaneta, P.O. Kujji, Tehsil Pachhad, Distt. Sirmaur, H.P. *V/s* The Registrar, LLR Group of Institute, Village Jabli-Kyar, P.O. Oachghat, Tehsil & Distt. Solan, H.P.

Whereas, the Labour Inspector-*cum*-Conciliation Officer, has incorporated in the report that during the course of conciliation proceedings for the purpose of bringing about a legal and amicable settlement, all matters affecting the settlement were investigated and has made all efforts for the purpose of inducing the parties to come to legal, fair and amicable settlement of the said dispute. However, no such settlement could be arrived at in between the parties to the industrial dispute.

The report so received has been considered by the undersigned and as per power vested under sub-section 5 of Section 12 of the Act *ibid*, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/ Industrial Tribunal.

Therefore, in view of the above facts and circumstances, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh *vide* Notification No. Shram(A) 4-9/2006-IV-Loose, dated 15-2-2014 and as per power vested under sub-section-1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947), formed an opinion to refer this dispute to the Labour Court/Industrial Tribunal Shimla, constituted under Section-7 of Act *ibid*, for legal adjudication on the following issue/issues:—

1. “Whether termination of services of Sh. Manoj Kumar s/o Sh. Lodhan Ram, Village Dhaneta, P.O. Kujji, Tehsil Pachhad, Distt. Sirmaur, H.P. by The Registrar, LLR Group of Institute, Village Jabli-Kyar, P.O. Oachghat, Tehsil & Distt. Solan, (H.P.) *w.e.f.* 16-11-2016 without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what relief including reinstatement, amount of back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer ?”
2. “Whether action of the management of M/s LLR Group of Institute, Village Jabli-Kyar, P.O. Oachghat, Tehsil & Distt. Solan (H.P.) to engage the services of a new incumbent without paying legal dues to the previous senior workman *i.e.* Sh. Manoj Kumar s/o Sh. Lodhan Ram, Village-Dhaneta, P.O. Kujji, Tehsil Pachhad, Distt. Sirmaur, H.P., is legal and justified? If not, what relief and other service benefits the above aggrieved workman is entitled to from said employer/institute?”

Sd/-
Joint Labour Commissioner,
Himachal Pradesh.

LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

Shimla-171001, the 19th March, 2018

No.11-2/93(Lab)ID/2018/Baddi/Meera.—Whereas the Labour Inspector-*cum*-Conciliation Officer, Baddi Circle, Distt. Solan has submitted a report as provided u/s 12(4) of the Industrial

Disputes Act, 1947 stating that there was an alleged industrial dispute in between Smt. Meera Devi w/o Sh. Gopal, VPO Dharampur, Tehsil Sikandra, Distt. Kanpur (U.P.) c/o Sh. Satish Kumar, President, H.P. AITUC, Distt. Committee Solan H.Q. House No. 276, Phase III, Housing Board, Baddi Distt. Solan, H.P. Vs. The Managing Director, M/s Captab, Biotech Unit-II, Plot No. 125, EPIP Phase-I, Jharmajri, Tehsil Baddi, Distt. Solan, H.P.

Whereas, the Labour Inspector-cum-Conciliation Officer, has incorporated in the report that during the course of conciliation proceedings for the purpose of bringing about a legal and amicable settlement, all matters affecting the settlement were investigated and has made all efforts for the purpose of inducing the parties to come to legal, fair and amicable settlement of the said dispute. However, no such settlement could be arrived at in between the parties to the industrial dispute.

The report so received has been considered by the undersigned and as per power vested under sub-section 5 of Section 12 of the Act *ibid*, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/ Industrial Tribunal.

Therefore, in view of the above facts and circumstances, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh *vide* Notification No. Shram(A) 4-9/2006-IV-Loose, dated 15-2-2014 and as per power vested under sub-section-1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947), formed an opinion to refer this dispute to the Labour Court/Industrial Tribunal Shimla, constituted under Section 7 of Act *ibid*, for legal adjudication on the following issue/issues:—

“Whether termination of the services of Smt. Meera Devi w/o Sh. Gopal, VPO Dharampur, Tehsil Sikandra, Distt. Kanpur (U.P.) c/o Sh. Satish Kumar, President, H.P. AITUC, Distt. Committee Solan H.Q. House No. 276, Phase III, Housing Board, Baddi Distt. Solan *w.e.f.* 09-10-2015 by the Managing Director, M/s Captab, Biotech Unit-II, Plot No. 125, EPIP Phase- I, Jharmajri, Tehsil Baddi, Distt. Solan, H.P., without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what relief including reinstatement, amount of back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above management?”

Sd/-

Joint Labour Commissioner,
Himachal Pradesh.

LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

Shimla-171001, the 1st March, 2018

No. 11-6/85(Lab)ID/2018/Shimla/ Misar Chand.—It appears to the undersigned that an industrial dispute about the following issue exist between Sh. Misar Chand s/o Late Sh. Jagat Ram, c/o Sh. G.D. Mehta, GPO Shimla-171001 Vs. Sh. Tarsem Bharti, Prop. M/s R.P Appliances, Unit-II, Plot No. 85/1, Industrial Area Shoghi, Distt. Shimla, H.P.

Whereas, the Labour Inspector-cum-Conciliation Officer Shimla Circle-I, has incorporated in the report that during the course of conciliation proceedings for the purpose of bringing about a legal and amicable settlement, all matters affecting the settlement were investigated and has

made all efforts for the purpose of inducing the parties to come to legal, fair and amicable settlement of the said dispute. However, no such settlement could be arrived at in between the parties to the industrial dispute.

Whereas, undersigned while exercising the power vested as provided under sub section 5 of Section 12 of the Act *ibid* carefully examined the report and come to the conclusion that there exist an industrial dispute between the above parties which requires legal adjudication.

Therefore, in view of the above facts and circumstances, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh *vide* Notification No. Shram(A) 4-9/2006-IV-Loose, dated 15-2-2014 and as per power vested under sub-section 1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947), formed an opinion to refer this dispute to the Ld. Labour Court/Industrial Tribunal Shimla, constituted under Section 7 of Act *ibid*, for legal adjudication on the following issue/issues:—

“Whether termination of the services of Sh. Misar Chand s/o Late Sh. Jagat Ram, c/o Sh. G.D. Mehta, GPO Shimla-171001 during the month of June, 2016 by Sh. Tarsem Bharti, Prop. M/s R.P Appliances, Unit-II, Plot No. 85/1, Industrial Area Shoghi, Distt. Shimla, H.P. allegedly, without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what relief including reinstatement, amount of back wages, seniority, past service benefits and compensation the above ex- worker is entitled to from the above management?”

Sd/-

Joint Labour Commissioner,
Himachal Pradesh.

LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

Shimla-171001, the 7th March, 2018

No. 11-2/93(Lab)ID/2018/Baddi/Pal Singh.—It appears to the undersigned that an industrial dispute about the following issue exist between Sh. Pal Singh s/o Sh. Nand Lal, Village Dharmi, P.O. Pukhri, Tehsil & Distt. Chamba, H.P. and The Factory Manager, M/s Astral Poly Technik Ltd., Village Bated, P.O. Barotiwala, Tehsil Baddi, Distt. Solan-173205, H.P.

Whereas, the Labour Officer-cum-Conciliation Officer, has incorporated in the report that during the course of conciliation proceedings for the purpose of bringing about a legal and amicable settlement, all matters affecting the settlement were investigated and has made all efforts for the purpose of inducing the parties to come to legal, fair and amicable settlement of the said dispute. However, no such settlement could be arrived at in between the parties to the industrial dispute.

Whereas, undersigned while exercising the power vested as provided under sub section 5 of Section 12 of the Act *ibid* carefully examined the report and come to the conclusion that there exist an industrial dispute between the above parties which requires legal adjudication.

Therefore, in view of the above facts and circumstances, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh *vide* Notification No. Shram(A) 4-9/2006-IV-Loose, dated 15-2-2014 and as per power vested under sub-section 1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947), formed an opinion to refer this dispute to the Ld. Labour Court/Industrial Tribunal Shimla, constituted under Section 7 of Act *ibid*, for legal adjudication on the following issue/issues:—

“Whether demand of Sh. Pal Singh s/o Sh. Nand Lal, Village Dharmi, P.O. Pukhri, Tehsil & Distt. Chamba, H.P. for reinstatement of his services and payment of salary from 14-4-2015 onwards, before the management of M/s Astral Poly Technik Ltd., Village- Bated, P.O. Barotiwala, Tehsil Baddi, Distt. Solan-173205, H.P., after receiving full and final amount of Rs. 92,723/- from the above management, is legal and justified? If yes, what relief the above aggrieved workman is entitled to from the said management and If not, Its effects?”

Sd/-

Joint Labour Commissioner,
Himachal Pradesh.

ब अदालत तहसीलदार एवं कार्यकारी दण्डाधिकारी, तहसील धर्मशाला, जिला कांगड़ा, हि० प्र०

श्री Jeevan Kumar

बनाम

आम जनता

विषय.—प्रार्थना-पत्र जेरे धारा 13(3) हिमाचल प्रदेश पंजीकरण अधिनियम, 1969.

नोटिस बनाम आम जनता।

श्री Jeevan Kumar पुत्र, निवाश्री लच्छमण दास Sakoh, तहसील धर्मशाला, जिला कांगड़ा ने इस अदालत में शपथ-पत्र सहित मुकद्दमा दायर किया है कि उसकी Sister Krishna Kumari की जन्म तिथि 21-12-1948 है परन्तु एम०सी० Dharamshala में जन्म पंजीकृत न है। अतः इसे पंजीकृत किये जाने के आदेश दिये जायें। इस नोटिस के द्वारा समस्त जनता को तथा सम्बन्धित सम्बन्धियों को सूचित किया जाता है कि यदि किसी को उपरोक्त Krishna Kumari का जन्म पंजीकृत किये जाने बारे कोई एतराज हो तो वह हमारी अदालत में दिनांक 04-06-2018 को असालतन या वकालतन हाजिर आकर अपना एतराज पेश कर सकता है अन्यथा मुताबिक शपथ-पत्र जन्म तिथि पंजीकृत किये जाने बारे आदेश पारित कर दिये जायेंगे।

आज दिनांक 22-05-2018 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित /—
कार्यकारी दण्डाधिकारी,
धर्मशाला।

ब अदालत सहायक समाहर्ता प्रथम श्रेणी, तहसील खुण्डियां, जिला कांगड़ा, हि० प्र०

केस नं० : 06/T/2018/Misc.

तारीख पेशी : 15-06-2018

श्री नीरू राम पुत्र श्री राणू राम, निवासी गांव टिप उपरला, डाकघर सुराणी, तहसील खुण्डियां, जिला कांगड़ा (हि० प्र०)।

बनाम

आम जनता

उनवान मुकद्दमा.—राजस्व अभिलेख में नाम दुरुस्ती।

नोटिस :—

प्रार्थी श्री नीरू राम पुत्र श्री राणू राम, निवासी गांव टिप उपरला, डाकघर सुराणी, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0) ने स्वयं उपस्थित होकर प्रार्थना—पत्र प्रस्तुत किया कि मेरा नाम महाल टिप उपरला, डाकघर सुराणी, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0) के राजस्व अभिलेख में नीर सिंह दर्ज है, जबकि मतदाता पहचान—पत्र व ग्राम पंचायत सुराणी व स्कूल प्रमाण—पत्र में मेरा नाम नीरू राम दर्ज है। वास्तव में भिन्न—भिन्न दो नामों का मैं एक ही व्यक्ति हूँ। अतः राजस्व अभिलेख महाल टिप उपरला में मेरा नाम नीर सिंह उपनाम नीरू राम पुत्र श्री राणू राम दर्ज किया जाये।

अतः सर्वसाधारण को सुनवाई हेतु बजरिये इश्तहार व मुस्त्री मुनादी द्वारा सूचित किया जाता है कि इस सम्बन्ध में किसी प्रकार का उजर एतराज हो तो वह दिनांक 15-06-2018 को असागतन व वकालतन पेश होकर अपना एतराज दर्ज करवा सकता है। उसके उपरान्त कोई भी उजर एतराज जेर समायत न होगा तथा श्री नीरू राम पुत्र श्री राणू राम, निवासी गांव टिप उपरला, डाकघर सुराणी, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0) का नाम राजस्व अभिलेख महाल टिप उपरला में नीर सिंह के बजाये नीर सिंह उपनाम नीरू राम पुत्र श्री राणू राम दर्ज करने के आदेश पारित कर दिये जायेंगे।

आज दिनांक 19-05-2018 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—

सहायक समाहर्ता प्रथम श्रेणी,
तहसील खुण्डियां, जिला कांगड़ा, हि0 प्र0।

In the Court of Executive Magistrate Anni, District Kullu, H.P.

Prakash Chand

. . Applicant.

Versus

General Public

. . Respondent.

Subject.—Notice Under Section 13(3) of Birth & Death Registration Act, 1969.

Sh. Prakash Chand s/o Sh. Hukam Ram, resident of Village Chhaboli, P.O. Chowai, Tehsil Anni, District Kullu, H.P. has moved an application in this office of the undersigned accompanying with an affidavit stating that the birth event of his daughter Arpita Thakur born on 02-11-2009 has not been entered in the record of Gram Panchayat Chowai.

Hence, the general public is hereby made aware through this notice that if any person or relatives have any objection regarding entering birth event of the daughter of the applicant born on 02-11-2009 in the Panchayat record of Gram Panchayat Chowai, he/she/they may file his/her/their objection on or before 25-06-2018 before this court. In case of non-filing of any objection the *ex-parte* order will be passed.

Given under my seal and signature on this 22nd day of May, 2018.

Seal.

Sd/-
*Executive Magistrate,
Anni, District Kullu, H.P.*

In the Court of Executive Magistrate Anni, District Kullu, H.P.

Pune Ram

. . Applicant.

Versus

General Public

. . Respondent.

Subject.—Notice Under Section 13(3) of Birth & Death Registration Act, 1969.

Shri Pune Ram s/o Shri Madu Ram, resident of Village Jaon, P.O. Khanag, Tehsil Anni, District Kullu, H.P. has moved an application in this office of undersigned accompanying with an affidavit stating that the death event of his mother Thakri expired on 15-03-1995 has not been entered in the record of Gram Panchayat Khanag.

Hence, the general public is hereby made aware through this notice that if any person or relatives have any objection regarding entering death event of the mother of the applicant expired on 15-03-1995 in the Panchayat record of Gram Panchayat Khanag, he/she/they may file his/her/their objection on or before 25-06-2018 before this court. In case of non-filing of any objection, the *ex-parte* order will be passed.

Given under my seal and signature on this 22nd day of May, 2018.

Seal.

Sd/-
*Executive Magistrate,
Anni, District Kullu, H.P.*

In the Court of Executive Magistrate Anni, District Kullu, H.P.

Krishna Devi

. . Applicant.

Versus

General Public

. . Respondent.

Subject.—Notice Under Section 13 (3) of Birth & Death Registration Act, 1969.

Smt. Krishna Devi d/o Shri Kadshu Ram, resident of Village Seribeel, P.O. Nigan, Tehsil Anni, District Kullu, H.P. has moved an application in this office of the undersigned accompanying with an affidavit stating that her birth event dated 10-01-1975 has not been entered in the record of Gram Panchayat Kungash.

Hence, the general public is hereby made aware through this notice that if any person or relatives have any objection regarding entering birth event of dated 10-01-1975 in the Panchayat record of Gram Panchayat Kungash, he/she/they may file his/her/their objection on or before 25-06-2018 before this court. In case of non-filing of any objection, the *ex-parte* order will be passed.

Given under my seal and signature on this 22nd day of May, 2018.

Seal.

Sd/-

*Executive Magistrate,
Anni, District Kullu, H.P.*

**In the Court of Dr. Amit Guleria, H.A.S., Marriage Officer-cum-Sub Divisional
Magistrate, Kullu, District Kullu, H.P.**

In the matter of :

1. Bharat Sharma s/o Shri Diwan Chand Sharma, Ward No. Jia Bridge Hathithan, Tehsil Bhuntar, District Kullu, Himachal Pradesh.

2. Geeta d/o Shri Chaman Lal, r/o Ward No. 10, Kamsari Naggar, Tehsil & District Kullu, Himachal Pradesh . . *Applicants.*

Versus

General Public

Subject.—Proclamation for the registration of Marriage under Section 16 of Special Marriage Act, 1954.

Bharat Sharma and Geeta filed an application alongwith affidavits in the court of undersigned under Section 16 of Special Marriage Act, 1954 that they have solemnized their marriage on 11-05-2014 and they are living as husband and wife since then, hence their marriage may be registered under Act, *ibid*.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding this marriage can file the objection personally or writing before this court on or before 18-06-2018. The objection received after 18-06-2018 will not be entertained and marriage will be registered accordingly.

Issued today on 18-05-2018 under my hand and seal of the court.

Seal.

Dr. AMIT GULERIA (HAS),
*Marriage Officer-cum-Sub Divisional Magistrate,
Kullu, District Kullu, H.P.*

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, तहसील बालीचौकी, जिला मण्डी (हि0 प्र0)

मिसल नम्बर : 09/19-04-2018

श्री चेत राम पुत्र श्री सिंध, निवासी गांव पाली, डा0 घाट, तहसील बालीचौकी, जिला मण्डी (हि0 प्र0)।

बनाम

आम जनता

विषय.—राजस्व रिकार्ड में नाम दुरुस्ती बारे।

श्री चेत राम पुत्र श्री सिंध, निवासी गांव पाली, डा0 घाट, तहसील बालीचौकी, जिला मण्डी (हि0 प्र0) ने एक आवेदन पत्र मय शपथ पत्र इस आशय के साथ गुजारा है कि उसका नाम पंचायत रिकार्ड में चेत राम दर्ज है लेकिन राजस्व विभाग के रिकार्ड महाल काढ़ी/678 व मठयाणी/677 में गलती से चमारु दर्ज हुआ है। अब प्रार्थी राजस्व रिकार्ड में ग्राम पंचायत घाट के रिकार्ड के आधार पर अपना नाम चेत राम दर्ज करवाना चाहता है।

अतः इस इशतहार द्वारा सर्वसाधारण जनता व हितबद्ध व्यक्तियों को सूचित किया जाता है कि उक्त नाम को दुरुस्त करने बारे किसी भी व्यक्ति को कोई आपत्ति हो तो वह दिनांक 19-06-2018 को या इससे पूर्व अधोहस्ताक्षरी के समक्ष असालतन या वकालतन उपस्थित हो कर अपनी आपत्ति दर्ज कर सकता है। इसके पश्चात् कोई भी एतराज काबिले समायत नहीं होगा तथा आवेदन-पत्र पर नियमानुसार कार्यवाही अमल में लाई जाएगी।

आज दिनांक 17-05-2018 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता प्रथम श्रेणी,
तहसील बालीचौकी, जिला मण्डी (हि0 प्र0)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, तहसील बालीचौकी, जिला मण्डी (हि0 प्र0)

मिसल नम्बर : 07/08-03-2018

श्री भूपेन्द्र पाल पुत्र श्री मोती राम, निवासी गांव काण्डी, डाकघर व तहसील बालीचौकी, जिला मण्डी, हिमाचल प्रदेश।

बनाम

आम जनता

विषय.—राजस्व रिकार्ड में नाम दुरुस्ती बारे आवेदन-पत्र।

श्री भूपेन्द्र पाल पुत्र श्री मोती राम, निवासी गांव काण्डी, डाकघर व तहसील बालीचौकी, जिला मण्डी, हिमाचल प्रदेश ने एक आवेदन-पत्र मय शपथ पत्र इस आशय के साथ गुजारा है कि उसका नाम ग्राम पंचायत माणी के रिकार्ड में भूपेन्द्र पाल पुत्र श्री मोती राम दर्ज है लेकिन राजस्व विभाग के रिकार्ड महाल विझर/580 में गलती से भवानी बलदेव पुत्र मोती दर्ज हुआ है। अब प्रार्थी राजस्व रिकार्ड में ग्राम पंचायत माणी के रिकार्ड के आधार पर भवानी बलदेव पुत्र मोती दर्ज करवाना चाहता है।

अतः इस इशतहार द्वारा सर्वसाधारण जनता व हितबद्ध व्यक्तियों को सूचित किया जाता है कि उक्त नाम को दुरुस्त करने बारे किसी भी व्यक्ति को कोई आपत्ति हो तो वह दिनांक 19-06-2018 को या इससे पूर्व अधोहस्ताक्षरी के समक्ष असालतन या वकालतन उपस्थित हो कर अपनी आपत्ति दर्ज कर सकता है। इसके पश्चात् कोई भी एतराज काबिले समायत नहीं होगा तथा आवेदन-पत्र पर नियमानुसार कार्यवाही अमल में लाई जाएगी।

आज दिनांक 17-05-2018 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
तहसील बालीचौकी, जिला मण्डी (हि0 प्र0)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, तहसील बालीचौकी, जिला मण्डी (हि0 प्र0)

मिसल नम्बर : 08/09-04-2018

श्री दिनेश कुमार पुत्र श्री शेर सिंह, निवासी गांव थाचाधार, डाकघर गाड़ागुसैन, तहसील बालीचौकी, जिला मण्डी, हिमाचल प्रदेश।

बनाम

आम जनता

विषय.—राजस्व रिकार्ड में नाम दुरुस्ती बारे आवेदन-पत्र।

श्री दिनेश कुमार पुत्र श्री शेर सिंह, निवासी गांव थाचाधार, डाकघर गाड़ागुसैन, तहसील बालीचौकी, जिला मण्डी, हिमाचल प्रदेश ने एक आवेदन-पत्र मय शपथ पत्र इस आशय के साथ गुजारा है कि उसका नाम ग्राम पंचायत थाचाधार के रिकार्ड में चेत राम दर्ज है लेकिन राजस्व विभाग के रिकार्ड महाल थाचाधार/688 में गलती से दिनू दर्ज हुआ है। अब प्रार्थी राजस्व रिकार्ड में ग्राम पंचायत थाचाधार के रिकार्ड के आधार पर अपना नाम दिनेश कुमार दर्ज करवाना चाहता है।

अतः इस इशतहार द्वारा सर्वसाधारण जनता व हितबद्ध व्यक्तियों को सूचित किया जाता है कि उक्त नाम को दुरुस्त करने बारे किसी भी व्यक्ति को कोई आपत्ति हो तो वह दिनांक 19-06-2018 को या इससे पूर्व अधोहस्ताक्षरी के समक्ष असालतन या वकालतन उपस्थित हो कर अपनी आपत्ति दर्ज कर सकता है। इसके पश्चात् कोई भी एतराज काबिले समायत नहीं होगा तथा आवेदन-पत्र पर नियमानुसार कार्यवाही अमल में लाई जाएगी।

आज दिनांक 17-05-2018 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
तहसील बालीचौकी, जिला मण्डी (हि0 प्र0)।

**In the Court of Marriage Officer-cum-Sub-Divisional Magistrate, Sadar,
District Mandi, H. P.**

In the matter of :—

1. Neeraj Kumar s/o Sh. Inder Singh s/o Late Kahan Singh, Village Badgaon, P.O. Bir (Tungal), Tehsil Kotli, District Mandi, H. P.

2. Alpna Sharma d/o Sh. Kamlesh Chand s/o Sh. Gian Chand, Ward No. 2, Village Baturada, P.O. Aghar, Tehsil & District Hamirpur, H.P. (At present wife of Neeraj Kumar s/o Sh. Inder Singh s/o Late Kahan Singh, Village Badgaon, P.O. Bir (Tungal), Tehsil Kotli, District Mandi, H. P. . . Applicants.

Versus

General Public

Subject.—Application for the registration of Marriage under section 15 of Special Marriage Act, 1954.

Neeraj Kumar s/o Sh. Inder Singh s/o Late Kahan Singh, Village Badgaon, P.O. Bir (Tungal), Tehsil Kotli, District Mandi, H. P. and Alpna Sharma d/o Sh. Kamlesh Chand s/o Sh. Gian Chand, Ward No. 2, Village Baturada, P.O. Aghar, Tehsil & District Hamirpur, H.P. (At present wife of Neeraj Kumar s/o Sh. Inder Singh s/o Late Kahan Singh, Village Badgaon, P.O. Bir (Tungal), Tehsil Kotli, District Mandi, H. P. have filed an application alongwith affidavits in the court of undersigned under section 15 of Special Marriage Act, 1954 that they have solemnized their marriage on 10-12-2017 according to Hindu rites and customs at their respective Houses District Mandi, H.P. and they are living together as husband and wife since then. Hence, their marriage may be registered under Special Marriage Act, 1954.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding this marriage, can file the objection personally or in writing before this court on or before 17-06-2018 after that no objection will be entertained and marriage will be registered.

Issued today on 18th day of May, 2018 under my hand and seal of the court.

Seal.

Sd/-

*Marriage Officer-cum-Sub-Divisional Magistrate,
Sadar, District Mandi (H.P.).*

**In the Court of Marriage Officer-cum-Sub-Divisional Magistrate, Sadar,
District Mandi, H. P.**

In the matter of :—

1. Sushant Anand s/o Sh. Satish Anand s/o Sh. P.C. Anand, r/o H. No. 102/6, New Upper Samkheter, Tehsil Sadar, District Mandi, H. P.

2. Tanvi Sangrai d/o Sh. Anil Kumar Sangrai s/o Sh. O.P. Sangrai, Ward No. 6, Village Bandla, P.O. Nachhir, Tehsil Palampur, District Kangra, H.P. (At present wife of Sushant Anand s/o Sh. Satish Anand s/o Sh. P.C. Anand, r/o H. No. 102/6, New Upper Samkheter, Tehsil Sadar, District Mandi, H. P. . . *Applicants.*

Versus

General Public

Subject.—Application for the registration of Marriage under section 15 of Special Marriage Act, 1954.

Sushant Anand s/o Sh. Satish Anand s/o Sh. P.C. Anand, r/o H. No. 102/6, New Upper Samkheter, Tehsil Sadar, District Mandi, H. P Tanvi Sangrai d/o Sh. Anil Kumar Sangrai, s/o Sh. O.P. Sangrai, Ward No. 6, Village Bandla, P.O. Nachhir, Tehsil Palampur, District Kangra, H.P. (At present wife of Sushant Anand s/o Sh. Satish Anand s/o Sh. P.C. Anand, r/o H. No. 102/6, New Upper Samkheter, Tehsil Sadar, District Mandi, H. P. have filed an application alongwith affidavits in the court of undersigned under section 15 of Special Marriage Act, 1954 that they have solemnized their marriage on 11-12-2017 according to Hindu rites and customs at their respective Houses District Mandi, H.P. and they are living together as husband and wife since then. Hence, their marriage may be registered under Special Marriage Act, 1954.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding this marriage, can file the objection personally or in writing before this court on or before 17-06-2018 after that no objection will be entertained and marriage will be registered.

Issued today on 18th day of May, 2018 under my hand and seal of the court.

Seal.

Sd/-

*Marriage Officer-cum-Sub-Divisional Magistrate,
Sadar, District Mandi (H.P.).*

**In the Court of Marriage Officer-cum-Sub-Divisional Magistrate, Sadar,
District Mandi, H. P.**

In the matter of :—

1. Gulshan s/o Late Sh. Sher Singh s/o Sh. Biri Singh, Village Kasan, P.O. Saigaloo, Tehsil Kotli, District Mandi, H. P.

2. Rajani Devi d/o Sh. Suraj Singh s/o Late Sh. Sidhu Ram, Village Karnal, P.O. Dawhan, Tehsil Kotli, District Mandi, H. P. (At present wife of Gulshan s/o Late Sh. Sher Singh s/o Sh. Biri Singh, Village Kasan, P.O. Saigaloo, Tehsil Kotli, District Mandi, H. P. . . *Applicants.*

Versus

General Public

Subject.—Application for the registration of Marriage under section 15 of Special Marriage Act, 1954.

Gulshan s/o Late Sh. Sher Singh s/o Sh. Biri Singh, Village Kasan, P.O. Saigaloo, Tehsil Kotli, District Mandi, H. P. Rajani Devi d/o Sh. Suraj Singh s/o Late Sh. Sidhu Ram, Village Karnal, P.O. Dawhan, Tehsil Kotli, District Mandi, H. P. (At present wife of Gulshan s/o Late Sh. Sher Singh s/o Sh. Biri Singh, Village Kasan, P.O. Saigaloo, Tehsil Kotli, District Mandi, H. P. have filed an application alongwith affidavits in the court of undersigned under section 15 of Special Marriage Act, 1954 that they have solemnized their marriage on 09-05-2018 according to Hindu rites and customs at their respective Houses District Mandi, H.P. and they are living together as husband and wife since then. Hence, their marriage may be registered under Special Marriage Act, 1954.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding this marriage, can file the objection personally or in writing before this court on or before 18-06-2018 after that no objection will be entertained and marriage will be registered.

Issued today on 19th day of May, 2018 under my hand and seal of the court.

Seal.

Sd/-

*Marriage Officer-cum-Sub-Divisional Magistrate,
Sadar, District Mandi (H.P.).*

ब अदालत श्री प्रेम सिंह, सहायक समाहर्ता (द्वितीय श्रेणी), सुन्दरनगर, जिला मण्डी, हि० प्र०

ब मुकद्दमा :

श्री रोशन लाल पुत्र श्री दुर्गा पुत्र श्री फाहणू निवासी गांव केरन, तहसील सुन्दरनगर, जिला मण्डी, हिमाचल प्रदेश प्रार्थी।

बनाम

आम जनता

..... प्रत्यार्थीगण।

प्रार्थना—पत्र बावत जमाबन्दी वर्ष 2012—13 महाल सुन्दरनगर/26/8 में इन्द्राज दररुती बारे।

प्रार्थी श्री रोशन लाल पुत्र श्री दुर्गा पुत्र श्री फाहणू निवासी गांव केरन, तहसील सुन्दरनगर, जिला मण्डी, हिमाचल प्रदेश ने इस अदालत में प्रार्थना—पत्र इस आशय के साथ पेश किया है कि भूमि खाता खतौनी नम्बर 842/1033—1034 में मुश्तरका भूमि का मालिक, काबिज हिस्सा कागजात माल 2012—13 में दर्ज है। प्रार्थी के उक्त जमाबन्दी रिकार्ड में श्री सिधू पुत्र श्री घूंघर, निवासी पुराना बाजार का इन्द्राज मुतहिन के रूप में दर्ज है जिसको प्रार्थी की जमाबन्दी के रिकार्ड से हटाया जाना वाजिव है। प्रार्थी के उक्त जमाबन्दी में श्री सिधू राम की मुर्तहीन का इन्द्राज 100 साल पहले से दर्ज है जबकि उसका इन्तकाल मरणोपरान्त ईन्तकाल का इन्द्राज कहीं भी जमाबन्दी में दर्ज न है। मुर्तहीन श्री सिधू के साथ प्रार्थी का पैसों का लेन—देन बकाया में न है। प्रार्थी के पूर्वजों द्वारा लेन—देन पहले ही कर दिया है। अतः मुर्तहीन के इन्द्राज को हटाया जाना उचित है।

अतः इस इश्तहार के माध्यम से उक्त प्रत्यार्थीगणों को सूचित किया जाता है कि उक्त दररुती के बारे में कोई उजर/एतराज हो तो वह दिनांक 18—06—2018 को मुर्कर तारीख पर बवक्त 10.00 बजे सुबह

असालतन या वकालतन हाजिर आकर पैरवी मुकद्दमा करें अन्यथा आपके खिलाफ कार्यवाही एकतरफा अमल में लाई जायेगी।

आज दिनांक 16-05-2018 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता (द्वितीय श्रेणी),
सुन्दरनगर, जिला मण्डी, हि0 प्र0।

ब अदालत श्री प्रेम सिंह, उप-पंजीकाध्यक्ष, सुन्दरनगर, जिला मण्डी, हि0 प्र0

ब मुकद्दमा :

लता देवी पुत्री श्री मुनी लाल पुत्र श्री छांगू राम, निवासी गांव चतरोखडी, तहसील सुन्दरनगर, जिला मण्डी, हि0 प्र0 प्राथिन।

बनाम

आम जनता

प्रत्यार्थी।

1. श्री रोशन लाल, 2. श्री सुभाष चन्द, 3. श्री कुलदीप कुमार पुत्रगण व निर्मला देवी पुत्री श्री मुनी लाल पुत्र श्री छांगू राम, निवासी गांव चतरोखडी, तहसील सुन्दरनगर, जिला मण्डी, हिमाचल प्रदेश तरतीवी प्रत्यार्थीगण।

लता देवी पुत्री श्री मुनी लाल पुत्र श्री छांगू राम, निवासी गांव चतरोखडी, तहसील सुन्दरनगर, जिला मण्डी, हि0 प्र0 ने इस अदालत में प्रार्थना-पत्र गुजारा है कि प्रार्थिन के पिता पुत्री श्री मुनी लाल पुत्र श्री छांगू राम ने अपने जीवनकाल में एक वसीका वसीयतनामा दिनांक 30-08-2018 को तहरीर की है। प्राथिन के पिता की दिनांक 19-03-2018 को मृत्यु हो चुकी है तथा वसीयतनामा का पंजीकरण करवाना चाहती है।

अतः इस इश्तहार के माध्यम से उक्त प्रत्यार्थीगणों को सूचित किया जाता है कि वसीयत पंजीकरण के बारा में कोई उजर/एतराज हो तो वह दिनांक 11-06-2018 को मुकरर तारीख पर बवक्त 10.00 बजे सुबह असालतन या वकालतन हाजिर आकर पैरवी मुकद्दमा करें अन्यथा आपके खिलाफ कार्यवाही एकतरफा अमल में लाई जायेगी।

आज दिनांक 16-05-2018 को मेरे हस्ताक्षर व मोहर सहित अदालत से जारी हुआ।

मोहर।

प्रेम सिंह,
उप-पंजीकाध्यक्ष,
सुन्दरनगर, जिला मण्डी, हि0 प्र0।

**In the Court of Sh. M. D. Sharma, HAS, Marriage Officer-cum-Sub-Divisional Magistrate,
Theog, District Shimla, H. P.**

In the matter of :

1. Mr. Om Prakash s/o Shri Rama Nand, r/o Village Chaunri, P.O. Galeha, Tehsil Kotkhai, District Shimla, Himachal Pradesh.

2. Miss. Vartika d/o Sh. Krishan Lal, Village Chunri, P.O. Galeha, Tehsil Kotkhai, District Shimla, Himachal Pradesh
.. Applicant.

Versus

General Public

. . Respondents.

Subject.—Proclamation for the registration of marriage under section 15 of the Special Marriage Act, 1954.

Mr. Om Prakash s/o Shri Rama Nand and Miss. Vartika d/o Sh. Krishan Lal have filed an application alongwith affidavits before the court of undersigned under section 15 of Special Marriage Act, 1954 that they have solemnized their marriage on 26-01-2016 and they are living as husband and wife since then, hence their marriage is to be registered under Special Marriage Act, 1954 under section 15.

Therefore, by this proclamation, the general public is hereby informed through this notice that any person having any objection regarding this marriage can file the objection personally or in writing before within 30 days from the date of publication of this notice after that no objection will be entertained marriage will be registered accordingly.

Given under my hand and seal of the court on this 15th of May, 2018.

Seal.

M.D. SHARMA, (HAS),
Marriage Officer-cum-Sub-Divisional Magistrate,
Theog, District Shimla, H. P.

**In the Court of Sh. Vivek Sharma, H.A.S., marriage Officer (S.D.M.), Nahan,
District Sirmaur, Himachal Pradesh**

NOTICE UNDER SECTION 16 OF SPECIAL MARRIAGE ACT

Whereas, Sh. Jafrudin s/o Sh. Kasam Ali, r/o Village near Simbalwala, Tehsil Nahan, District Sirmaur, H.P. and Smt. Jatun Bibi d/o Sh. Makhan, r/o Village Kharkon, P.O. Trilokpur, Tehsil Nahan, District Sirmaur, H.P. have filed application for the registration of their marriage, which was solemnized on 15-01-2015 and they have been living as husband and wife ever since then.

Notices are given to all concerned and general public to this effect if any body has got any objection regarding the registration of marriage duly solemnized between above said Sh. Jafrudin s/o Sh. Kasam Ali, r/o Viage near Simbalwala, Tehsil Nahan, District Sirmaur, H.P. and Smt. Jatun Bibi d/o Sh. Makhan, r/o Village Kharkon, P.O. Trilokpur, Tehsil Nahan, District Sirmaur, H.P., they should file their written objections and should appear personally or through their authorized agents before me within a period of thirty days from the date of issue of this notice. After expiry of the said period, the marriage certificate would be issued to the applicants by this court and later on no objection will be heard and accepted.

Issued under my hand and seal of this court on this 16th day of May, 2018.

VIVEK SHARMA (H.A.S.)
Addl. Registrar under Special Marriage Act-
cum-Sub-Divisional Magistrate,
Nahan, District Sirmaur, H.P.

न्यायालय श्री विजय कुमार राय, तहसीलदार एवं कार्यकारी दण्डाधिकारी, ऊना, जिला ऊना
(हि0 प्र0)

दावा संख्या..... /Teh. Una/M. Reg./2018

श्री राकेश कुमार पुत्र श्री मुख्तयार चन्द, वासी बदोली, तहसील व जिला ऊना (हि0 प्र0)

बनाम

आम जनता

दावा अन्तर्गत धारा 8(4) विवाह पंजीकरण अधिनियम, 1996.

उपरोक्त मुकद्दमा उनवान वाला में श्री राकेश कुमार पुत्र श्री मुख्तयार चन्द, वासी बदोली, तहसील व जिला ऊना (हि0 प्र0) ने इस न्यायालय में प्रार्थना-पत्र प्रस्तुत किया है कि उसका विवाह दिनांक 17-03-2017 को सोनिया सैनी पुत्री श्री रमेश चन्द, वासी भैरा, तहसील अम्ब के साथ हुआ है। लेकिन अज्ञानता के कारण अपने विवाह का इन्द्राज स्थानीय रजिस्ट्रार विवाह पंजीकरण ग्राम पंचायत बदोली, तहसील व जिला ऊना (हि0 प्र0) में दर्ज न करवा सका है।

अतः इस सन्दर्भ में आम जनता को सूचित किया जाता है कि उपरोक्त वर्णित के विवाह का इन्द्राज रजिस्ट्रार विवाह स्थानीय पंजीकरण ग्राम पंचायत बदोली, तहसील व जिला ऊना (हि0 प्र0) में दर्ज करवाने बारे किसी को उजर/एतराज हो तो वह दिनांक 19-06-2018 को इस न्यायालय में उपस्थित होकर प्रस्तुत कर सकता है अन्यथा इसके बाद उक्त वर्णित विवाह के पंजीकरण हेतु आगामी कार्यवाही अमल में लाई जायेगी। इसके बाद कोई भी एतराज काबिले समायत न होगा।

आज दिनांक 19-05-2018 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

विजय कुमार राय,
तहसीलदार एवं कार्यकारी दण्डाधिकारी,
ऊना, जिला ऊना (हि0 प्र0)।

